



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

Award Recommendation Resolution:

On Tuesday, 5 July 2022, the Purchasing Authority recommended an award of bid number 2022-200 Request for Proposals for Fairfield Benefit Cost Analysis for Climate Resiliency, to GZA GeoEnvironmental, Inc., Norwood, MA, for the lump sum amount of \$29,900.00.

This project is being funded through a 100% Reimbursable Municipal Resilience Grant Program (MRGP) funding contribution.

The award of this contract to GZA GeoEnvironmental, Inc. may be subject to the review and approval of the Board of Selectman.


Brenda L. Kupchick, First Selectwoman


Gerald J. Foley, Director of Purchasing



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Requests for Proposals #2022-200 Fairfield Benefit Cost Analysis for Climate Resiliency

TOWN OF FAIRFIELD
PURCHASING AUTHORITY
725 OLD POST ROAD
INDEPENDENCE HALL
FAIRFIELD, CT 06824.

Date Submitted _____ 2022

SEALED BIDS are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.

Bidder:

Doing Business As (Trade Name) _____

Address _____

Town, State, Zip _____

(Mr/Ms) Name and Title, Printed _____

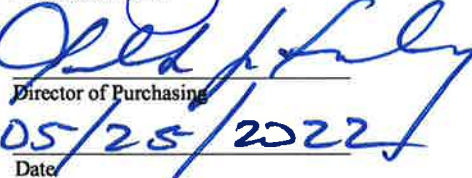
Signature _____

Telephone _____

Fax _____

E-mail _____


First Selectwoman


Director of Purchasing
05/25/2022
Date

Sealed bids will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

2:00pm, Thursday, 9th June, 2022

To provide qualifications for licensed engineering firms to provide professional services for the Town of Fairfield in their Benefit Cost Analysis for Climate Resiliency as detailed in the attached specifications.

NOTES:

1. Bidders are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their bid.
2. No bid shall be accepted from, or contracts awarded to, any person/company who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield.
3. Bid proposals are to be submitted in a sealed envelope and clearly marked "RFP 2022-200" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. Bid proposals are not to be submitted with plastic binders or covers, nor may the bid proposal contain any plastic inserts or pages.

Overview

The Town of Fairfield on behalf of its Department of Public Works (DPW) and Engineering Department is seeking licensed engineers to provide professional services for Benefit Cost Analysis for Climate Resiliency. The selected firm will be responsible for consulting and oversight. All submissions must comply with the requirements specified in this Request for Proposals (RFP).

Submission Requirements

Firms shall submit one original, one electronic, and four (4) written copies of your proposal. Questions concerning this RFQ must be in writing and directed only to:

Proposals must be received by **2:00 p.m. on 9th June 2022**; send sealed proposals to:

Town of Fairfield
Purchasing Authority
725 Old Post Rd
Fairfield, CT 06824

ADDENDA / REQUESTS FOR INFORMATION (RFI)

Addenda concerning important information and/or modifications to specifications will be posted on the Fairfield Purchasing Department website at <https://fairfieldct.org/bids>

- It is each Bidder's sole responsibility to monitor the above website for all updated information.
- Addenda will not be mailed, e-mailed or faxed out.
- Written requests for information will not be accepted after **12:00pm on Wednesday, June 1st, 2022**.
- Verbal requests for information via phone or other means will not be accepted.
- Failure to comply with these conditions will result in the bidder waiving the right to dispute bid specifications and conditions, no exceptions.

Questions concerning this bid must be submitted in writing and directed only to:

Corinne Dyer, Senior Buyer
cdyer@fairfieldct.org

Response will be in the form of an addendum that will be posted approximately 2nd June 2022 to the Town of Fairfield website, which is www.fairfieldct.org. It is the responsibility of each bidder to retrieve addenda from the website. Any contact about this bid between a Bidder and any other Municipal official and/or department manager and/or Municipal employee, other than as set forth above, may be grounds for disqualification of that Bidder. No questions or clarifications shall be answered by phone, in person or in any other manner than specified above.

Scope of Services

The Town of Fairfield is requesting consulting engineering services for Fairfield Benefit Cost Analysis for Climate Resiliency.

The consultant(s) will be asked to perform tasks such as investigation, preparation of reports and plans, if applicable, development of cost estimates, value engineering, design concept reporting, site master plan preparation, graphics to assist in project visualization, public outreach, and negotiations with regulatory agencies, and other pertinent information required for Benefit Cost Analysis to meet FEMA grant requirements.

The purpose of this RFP, and future services rendered, is to ensure Town compliance with Federal, State and Local Environmental Protections regulations, and to reduce risk of hazards to human health and the environment. Benefit Cost Analysis will be used for grant applications.

The RFP(s) will request a detailed fee proposal including; maximum cost/ "not to exceed" total for the project. Confirmation of ability to perform design on time and budget within current workload will be required.

Project Description

The Town of Fairfield developed a town wide Flood and Erosion Master Plan in 2015. The Town with the assistance of MetroCOG and Nature Conservancy revised these resiliency plans into the 2019 MetroCOG Hazard Mitigation plan which is updated annually.

2022-200 Fairfield Benefit Cost Analysis for Climate Resiliency

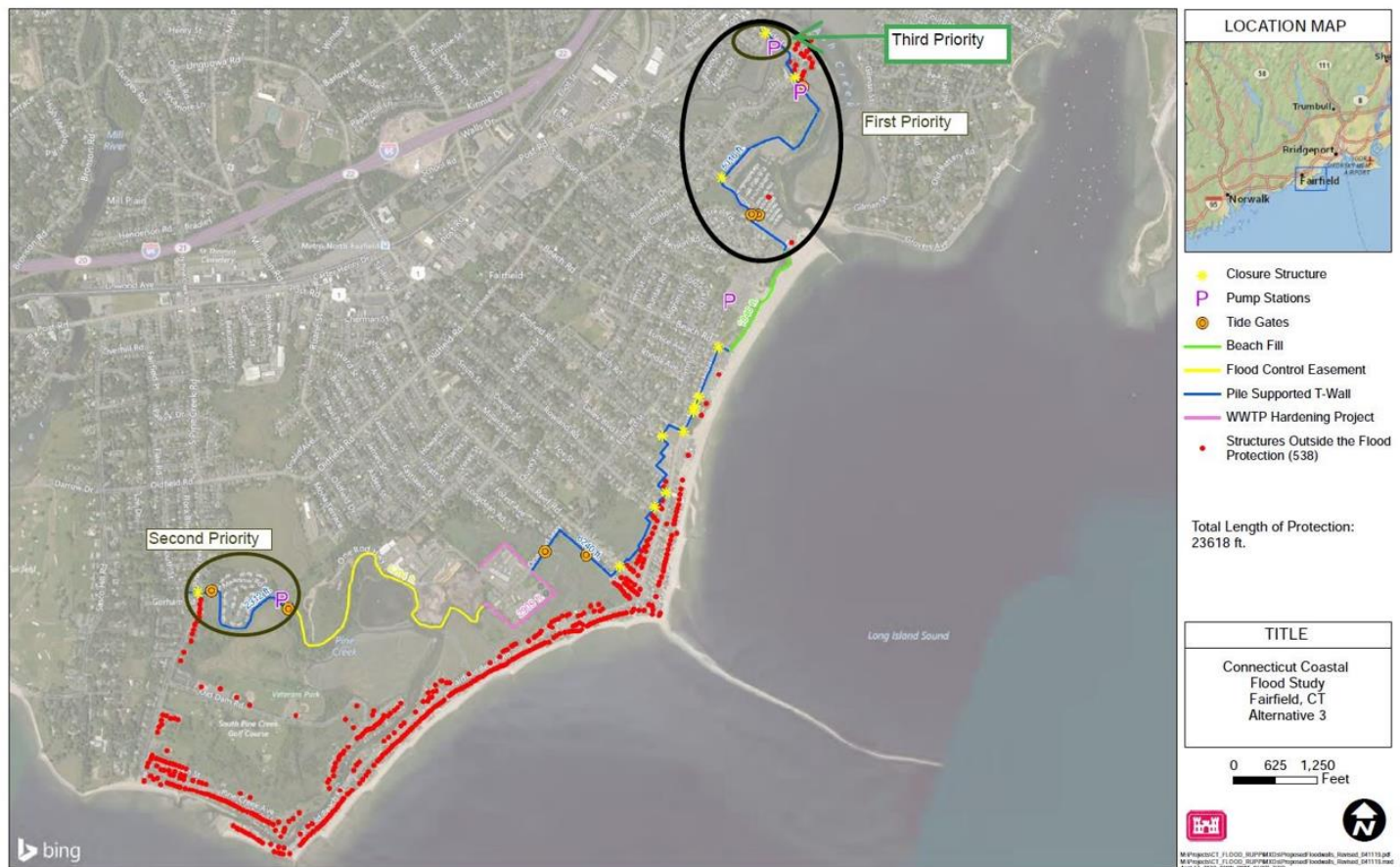
The Town of Fairfield, south of the I-95 corridor, was originally marshy land, that has been largely filled in and developed over time. Today, roughly 3000 structures sit in the Town's flood plain, including many town buildings and historical sites, 5 churches and three schools, as well as roughly 15 % of the town's residential housing.

In 2019, The Army Corp of Engineers (USACE) conducted a study that resulted in a multi section plan to protect the Fairfield shoreline. They assessed the risk as hundreds of millions of dollars in total estimated damages and a potential loss of life (referencing the 1938, 1954 and 1955 storm event loss of life) based on a 1% Annual Exceedence Probability (AEP) flood. Their plan, a plan that would protect most of the town infrastructure and residences from high flood events, had a projected cost of \$546 million and while it had a positive cost benefit ratio of 1.7, it ultimately was not expected to meet the cost benefit thresholds to be approved for federal funding. The cost was considered too high for the town to proceed on its own.

The Town has assessed the USACE plan and identified "critical" sections that, if implemented, have the potential to mitigate the majority of the damages and impact from major storm events. The Town is hoping to investigate lower cost alternatives to produce a more competitive BCR and then would be able to propose to move those projects forward. The town would expect to apply for individual grants for each of these sections as grant funding becomes available. In order to do that, we would need to update the USACE costs (USACE had provided "Project Costs" in 2019 dollars) and to perform a Benefit Cost Analysis, BCA.

The request for this CIRCA grant would cover updated costs and a BCA for two to three of the sections of the town plan to confirm these are highly beneficial projects.

The USACE plan and Fairfield comprehensive resiliency projects have identified project segment areas. The first three priorities are outlined below:

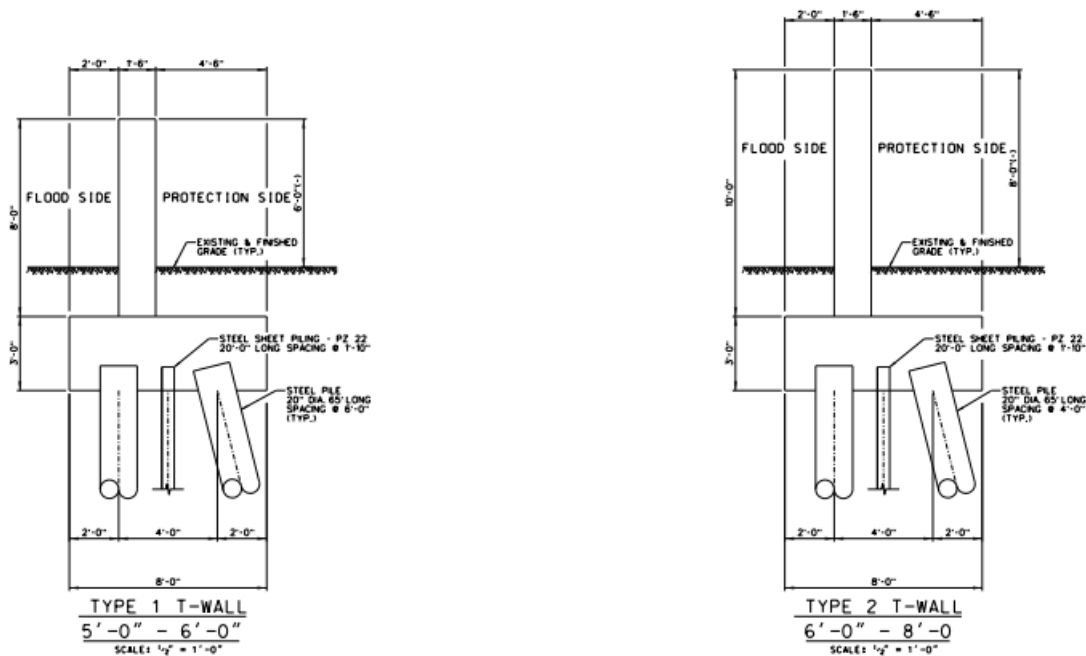


First priority – We would propose to have the consultant update the USACE costs to provide for 2 "T- wall" sections of the plan from Jennings Beach, past the marina section and to create a 7 ft "T-wall" section that will tie into Ash Creek Open Space. Town would like to investigate more cost effective mitigation such as earthen berms/dikes and utilizing tidegate(s) instead of pump station. A core part of this will be determining the BCA for this part of the plan in order to move towards a grant ready project that would involve detailed design and eventual construction.

Second Priority – If funds permit, the Town would propose to work with the consultant to update the USACE costs for the Salt Meadow Road “T – wall” run. Cost saving and effective alternatives would also be investigated. A core part of this will be determining a BCA for this section in order to move towards a grant ready project for more detailed design and eventual construction.

Third Priority – The Town of Fairfield has shovel ready plans (completed final design plans) for a combined self- regulating tidegates, culvert and sewer siphon project. Unfortunately, so far, the complex nature of the project has had limited grant opportunities. By developing a BCR, the Town could be able to determine if project meets various grant criteria that includes environmental benefits.

For Priorities 1 and 2, The ACOE has provided drawings for each type of T-wall in the plan as well as Detailed cost breakouts including contingencies. The Town of Fairfield has recently updated its town assessor data base through a town wide appraisal and have current values which could be used for the BCA, where applicable.



Moving forward with these sections of the Town plan would also provide resilient evacuation corridors for sections of the beach area and increase the safety of our town residents and the public during major storm events. Cost saving alternatives would be investigated as well, such as earthen dikes or berms, if BCA ratios need to become more competitive.

The Town realizes that there may be limited funds. Although the Town feels all three priorities are beneficial, projects have been identified as Priority One, Two and Three. By obtaining the Benefit Cost Analysis, the Town can further prioritize its project pipeline efforts and identify relevant funding programs for those segments. The Town hopes to continue to make significant progress in improving resiliency in targeted or beneficial areas.

Project Workplan: (As per Grant Application. Project is slightly behind schedule. Effective Project Start Date: NTP approx. one (1) week after bid opening to End Date: 04/01/2023 (“Term”). Unfortunately, the timeline has been reduced to 9.5 months.)

Tasks	Timing	Deliverable
Identify Project consultant. – The town has short listed 5 Coastal engineering firms from a Fall 2021 RFQ (Qualified Based Selection) and has identified these 5 firms: Race, Tighe and Bond, GZA, CEI , McLaren	30 days to solicit RFPs after grant award. Est. Complete by April 15, 2022	Select consultant
Issue NTP	May 1, 2022	Purchase order
Kick off meeting	May 10, 2022	Consultant/Town/State partner
Review of Updated USACE costings based on the initial USACE preliminary designs	July 1 2022	Updated costs assuming 2025 construction
Gather information, investigate alternatives if applicable.	August 15, 2022	Proceed with BCA
BCAs for each section using the town's most recent appraised values or FEMA formulas	October 2022	BCAs for each section
Project review and recap to CIRCA	November 1, 2022	Project recap, provide BCR to Circa/Town

Partner Roles and Responsibilities

The Town would be partnering with MetroCOG, the Fairfield Conservation Department and the Fairfield Flood Erosion and Resiliency Board on this project. The majority of the project oversight and administration would be done by the Fairfield Engineering Department. MetroCOG and the Town would use this data to update the regional Hazard mitigation plan, and would plan to share it with other towns in the COG who might have similar Coastal resilience challenges. If the project were to advance further in the pipeline with design plans, public informational meetings, neighborhood meetings and involvement with Ash Creek Conservation Association (for priority one and three) and Fairfield Open Space Manager are anticipated.

Resume for team members:

The core team from the Town of Fairfield would consist of William Hurley and Megha Jain from the Engineering Department – Resumes are attached. Members of Town Planning and Zoning including the Coastal Flood Plain Manager and members of Fairfield Flood Erosion and Resiliency Board will also provide active input and review.

Consultants will be chosen for this project through Quality based Selection or by CIRCA recommendation /requirements. The Town has already performed request for qualifications for coastal engineering studies and has a group of 5 coastal engineering firms it can choose from. The Town can use QBS selection or perform a request for proposals if deemed necessary

Grant Information

CIRCA's Review Committee awarded Fairfield the Municipal Resilience Grant Program (MRGP) Application, "Fairfield Benefit Cost Analysis for Climate Resilience". CIRCA will fund your MRGP request in the amount of \$30,000 to carry out BCA activities as described in your attached work plan.

Since one goal of CIRCA's 2022 MRGP funding is to help municipalities leverage larger grants, CIRCA offered the following insight from review committee members as helpful feedback for future grant applications: while it may be appropriate to conduct BCA in a phased approach for different flood protection sections identified in your Flood Mitigation Plan, Riverside Drive/Ash Creek Resilience Plan, and the 2019 USACE study, these sections should be considered and presented as a connected, comprehensive strategy in federal grant applications. This approach will also help with public engagement efforts and bring to light potential local opposition to portions of the overall strategy. We commend the Town of Fairfield on their resilience planning efforts and appreciate the opportunity to support you through this MRGP grant award and our Resilient Connecticut Phase III capacity building work.

MRGP grant payments will be made on a cost reimbursable basis at six months (upon receipt of a progress report) and twelve months (upon receipt of a final report). These reports and invoices should be sent to Katie Lund (katie.lund@uconn.edu) in our CIRCA office. 10% of the amount awarded will be withheld until receipt of the final report.

Town and Consultants are expected to acknowledge your MRGP funding contribution and, where appropriate, utilize the CIRCA logo in any publication or presentations produced as a result of this project. The CIRCA logo can be accessed at: <https://circa.uconn.edu/logo-acknowledgements/>

Below is Grant and project information:

1. **Project Reference:** Fairfield MRGP
- a. **Maximum Amount Payable:** \$30,000 This is for informational purposes. Consultants are encouraged to charge the same or less than the grant amount but are not required to do so.
- b. **Effective Project Start Date:** NTP approx. one (1) week after bid opening to **End Date:** 04/01/2023 ("Term"). Unfortunately, the timeline has been reduced to 9.5 months.
2. **Deliverables:** A six (6) month progress report (Sept) and 12 month final report (within thirty (30) days of the end date) to include the outcomes and impacts of the project. The report template can be found at: <https://circa.uconn.edu/funds-muni-2/>
3. **Incorporated Documents:** The following documents ("Incorporated Documents") are hereby incorporated by reference into this Contract as if fully set forth herein, in the following order of precedence:
 - a. State Terms and Conditions, which can be found at: <https://uconncontracts.uconn.edu/wp-content/uploads/sites/458/2019/08/State-Terms-Conditions-rev.-08.02.2019.pdf>, as of the Effective Date.
 - b. General Terms and Conditions of Purchase can be found at: <https://contracting.ubs.uconn.edu/terms-and-conditions>, as of the Effective Date.

The Consultants are encouraged to listed previous experience in Benefit Cost analysis and to submit a list of personnel who are expected to work on the project. Final Selection will be based on accepted proposal, experience and proposed bid. In event of a tie, Quality based Selection will be performed on submitted proposal/materials.

Submittal Requirements

Firms replying to this RFP should be able to demonstrate familiarity and experience in computing Benefit Cost Analysis and for coastal engineering services for municipalities.

This section of the RFP establishes certain standards of experience and financial capabilities that the Town for a Respondent to be deemed qualified. Proposals that do not meet the prescribed standards will be considered by the Town to be non-responsive. The

Town, at its sole discretion, will decide if a Respondent meets the standards. Each Respondent must answer the questions honestly and completely; the following section describes the submission requirements:

- A. Provide an executive summary – maximum three (3) pages, single spaced – that includes the full name, tax identification number and main office address of the primary Respondent. Include annual reports, 10k, balance sheets and any other information detailing the financial stability and organizational ability of the Respondent. Respondent must have been in business for a minimum of three (3) years.
- B. Provide the business history of the primary Respondent. Include any changes in the Respondent's status as the result of merger, acquisition, spin-off, reorganization or other change in business organizational status. Identify when the Respondent was organized and, if a corporation, where incorporated and number of years engaged in providing full service contract operations under that name. Provide a comprehensive description of Respondent's corporate ownership and/or operating name.
- C. State whether any selectman or other officer, employee, or person who is payable in whole or in part from the Town currently has any direct or indirect personal interest in the Respondent. If so, describe the circumstances.
- D. State whether the Respondent or any of its employees or officers has been named as a defendant in any litigation brought as a result of any contract operations for operations and maintenance. If so, name the owner and describe the circumstances, including the outcome of the litigation.
- E. State whether the Respondent has ever been terminated, fired, or replaced on a project other than those contracts that have been terminated due to completion. If so, name the owner and describe the circumstances.
- F. The primary Respondent must demonstrate the capability to successfully analyze the benefit costs associated with Climate Resiliency and related services. Describe Respondent's experience and provide documentation on expertise.
- G. Include resumes and project lists of the key personnel who are proposed to work on these future projects. Any licensing and certifications shall be listed in this section.
- H. Provide a complete list of specialized experience and technical competence.
- I. Identify any subcontractors, if any, who will perform work on this project. The Town retains the right to reject any and all proposed subcontractors. This provision applies through the term of the contract.
- J. State your relevant prior experience, including a list of all clients served during the past five years, complete with names, addresses and telephone numbers of contact persons for each. Provide the client name, contact, address, and phone number of at least one municipal project that Respondent has designed, if available.
- K. Provide examples of work produced for similar projects completed within the past five years.
- L. The firm must have had demonstrable experience with all regulatory agencies having jurisdiction over the site. Work experience within Connecticut and with similar projects is essential.
- M. Include hourly rates per discipline / function for personnel listed in section G.
- N. Include a **LUMP SUM PRICE** to perform the Benefit Cost Analysis as detailed in this specification.

Negotiations with Respondents

The responsibility for the final selection rests solely with the Town; the Town may commence negotiations with the Responder who scores highest during the selection process, or at its sole option may cancel the process at any time. During this negotiation phase, the Town may discuss any cost, charge or service. The Town shall not be liable to any firm for any costs associated with responding to the Request for Qualifications and Proposals, and the firm's participation in any interview, or for any costs associated with negotiations.

RFQ Lists

This Request for Statements of Qualifications will be listed on the Town's web site. The Town of Fairfield shall not be held responsible for any oral instructions. Any changes to this Request for Statements of Qualifications will be in the form of an addendum, which will be furnished to all registered Request for Statements of Qualifications (RFQ) holders.

Town Rights

The Town of Fairfield reserves the right to reject any or all Statements of Qualifications, to waive any informality or irregularity in any Statement of Qualifications received, and to be the sole judge of the merits of the respective Statements of Qualifications received. No binding contract will exist between the submitter and the Town until the Town executes a written contract.

Contact with Town Employees

All firms interested in this project (including the firm's employees, representatives, agents, lobbyists, attorneys, and subconsultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process. This policy is intended to create a level playing field for all potential firms, to assure that contract decisions are made in public and to protect the integrity of the selection process. All contact on this selection process should be addressed to the authorized representative identified below.

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID**

RFP SUBMISSIONS PROPOSALS

Bid proposals are to be submitted in a sealed envelope and clearly marked on the outside “RFP #2022-200” including all outer packaging such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bid proposals are to be in the office of the Purchasing Authority, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut, prior to date and time specified, at which time they will be publicly opened.

RIGHT TO ACCEPT / REJECT

AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE PURCHASING AUTHORITY OF THE TOWN OF FAIRFIELD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF FAIRFIELD.

QUESTIONS

Questions concerning conditions, bidding guidelines and specifications should only be directed in writing to:

Ms. Corinne M. Dyer, Senior Buyer: CDyer@fairfieldct.org

Inquiries must reference date of bid opening, requisition or contract number, and must be received no later than as indicated in the bid documents prior to date of bid opening. Failure to comply with these conditions will result in the bidder waiving the right to dispute the bid specifications and conditions.

PRICES

Prices quoted must be firm, for acceptance by the Town of Fairfield, for a period of ninety (90) days. Prices shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid.

F.O.B. DESTINATION

Prices quoted shall be Net – Delivered to destination. Bids quoting other than F.O.B. Destination may be rejected.

PERMITS

The contractor will be responsible for securing all necessary permits, state and local, as required by the Town of Fairfield. The Town will waive its application and permit fees for Town of Fairfield projects.

PAYMENT PROCEDURES

No voucher, claim or charge against the Town shall be paid without the approval of the Fiscal Officer for correctness and legality. Appropriate checks shall be drawn by the Fiscal Officer for approved claims or charges and they shall be valid without countersignature unless the Board of Selectmen otherwise prescribed.

PAYMENT PERIOD

The Town of Fairfield shall put forth its best effort to make payment within thirty days (30) after delivery of the item acceptance of the work, or receipt of a properly completed invoice, whichever is later. Payment period shall be net thirty days (30) unless otherwise specified. For projects that do not require a performance or bid bond, The Town of Fairfield reserves the right to retain five percent (5%) of total bid amount, which is payable ninety (90) days after final payment or acceptance of the work.

THE CONTRACTOR

The Contractor for the work described shall be thoroughly familiar with the requirements of all specifications, and the actual physical conditions of various job sites. The submission of a proposal shall be construed as evidence that the Contractor has examined the actual job conditions, requirements, and specifications. Any claim for labor, equipment, or materials required, or difficulties encountered which could have been foreseen had such an examination been carefully made will not be recognized.

ASSIGNMENT OF CONTRACT

No contract may be assigned or transferred without the consent of the Purchasing Authority.

CATALOGUE REFERENCE

Unless expressly stated otherwise, any and all reference to commercial types, sales, trade names and catalogues are intended to be descriptive only and not restrictive; the intent is to indicate the kind and quality of the articles that will be acceptable. Bids on other equivalent makes, or with reference to other catalogue items will be considered. The bidder is to clearly state exactly what will be furnished. Where possible and feasible, submit an illustration, descriptive material, and/or product sample.

INSURANCE

A. The Town of Fairfield is requiring insurance coverage as listed below for this work.

Note: The term "General Contractor" (hereinafter called the "Contractor") shall also include their respective agents, representatives, employees and subcontractors; and the term "Town of Fairfield" (hereinafter called the "Town") shall include their respective officers, agents, servants, officials, employees, volunteers, boards and commissions.

Note: The term "Town of Fairfield" or "Town" is to be taken to mean Town of Fairfield and the Fairfield Board of Education when the project includes the Board of Education.

At least five days before the Contract is executed and prior to commencement of work there under the Contractor will be required to submit to the Town of Fairfield, Risk Manager, 725 Old Post Road, Fairfield, CT 06824 a certificate of insurance, executed by an authorized representative of the insurance company, satisfactory to the Town's Risk Manager and in an acceptable form. The Town always reserves the right to reject insurance companies, if approved insurance policies cannot be provided the contract shall be terminated.

INSURANCE RIDER

Without limiting the Contractor's liability, the Contractor shall provide and maintain in full force and effect at all times until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for five (5) years, insurance coverage related to its services in connection with the project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the Town from requiring additional limits and coverage to be provided under the Contractor's policies.

B. Minimum Scope and Limits of Insurance:

Worker's Compensation Insurance:

- In accordance with the requirements of the laws of the State of Connecticut.
- Five hundred thousand dollars (\$500,000) Employer Liability each accident.
- Five hundred thousand dollars (\$500,000) Employer Liability each employee by disease.
- Five hundred thousand dollars (\$500,000) Employer Liability policy limit coverage for disease.

Commercial General Liability Insurance:

- Bodily Injury, Personal Injury and Property Damage one million dollars (\$1,000,000) each occurrence, two million dollars (\$2,000,000) aggregate.
- Products/Completed Operations one million dollars (\$1,000,000) each occurrence, two million dollars (\$2,000,000) aggregate.

Automobile Liability Insurance:

- A combined single limit of one million dollars (\$1,000,000). This policy shall include all liability of the Contractor arising from the operation of all self-owned motor vehicles used in the performance of the Contract; and shall also include a "non-Ownership" provision covering the operation of motor vehicles not owned by the Contractor, but used in the performance of the work, and, rider CA9948 or equivalent

Errors and Omissions/Professional Liability:

- One million dollars (\$1,000,000) each occurrence, two million dollars (\$2,000,000) aggregate.

Umbrella/Excess Liability Insurance:

- Five million dollars (\$5,000,000) each occurrence, five million dollars (\$5,000,000) aggregate. Such coverage must be follow form over Worker's Compensation, Commercial General Liability, Pollution Liability and Automobile Liability.

Indemnification: The Contractor shall defend, indemnify and save harmless the Town and its officers, agents, servants, officials, employees, volunteers, boards and commissions from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses of any nature, including attorneys' fees, on account of bodily injury, sickness, disease, death or any other damages or loss sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to, or in connection with the work called for in the Contract, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence, fault or contractual default of the Contractor, its officers, agents, servants or employees, any of its sub-contractors, the Town, any of its respective officers, agents, servants, officials, employees, volunteers, boards and commissions and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent, and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, against any such damages occasioned solely by acts or omissions of the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, other than supervisory acts or omissions of the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, in connection with the work called for in the Contract.

"Tail" Coverage: If any of the required liability insurance is on a claims-made basis, "tail" coverage will be required at the completion of this contract for a duration of 36 months, or the maximum time period reasonably available in the marketplace. The Contractor shall furnish certification of "tail" coverages described or continuous "claims made" liability coverage for 36 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Contract. If continuous "claims made" coverage is used, the Contractor shall be required to keep the coverage in effect for duration of not less than 36 months from the end of the Contract.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an A.M. Best rating of A- XV or otherwise acceptable by the Town's Risk Manager.

Subcontractors: The Contractor shall require subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance/Fiduciary Liability, unless Errors and Omissions/Professional Liability/Fiduciary Liability insurance is applicable to the work performed by the subcontractor. All Certificates of Insurance shall be provided to and approved by the Town's Risk Manager prior to the commencement of work, as required herein.

Aggregate Limits: It is agreed that the Contractor shall notify the Town when fifty percent (50%) of the aggregate limits are eroded during the contract term. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The premium shall be paid by the Contractor.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to, and approved by, the Town. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify. Under no circumstances will the Town be responsible for paying any deductible or self-insured retentions related to this Contract

Notice of Cancellation or Non-renewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the Town, (provided ten (10) days' prior written notice shall be sufficient in the case of termination for nonpayment).

Waiver of Governmental Immunity: Unless requested otherwise by the Town, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the Town.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability or Workers Compensation, if included, required for the performance of the Contract shall include the Town as Additional Insured but only with respect to the Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance and contain no special limitations on the scope of protection afforded to the Town of Fairfield. The Town and/or its representative retain the right to make inquiries to the Contractor, its agents or broker and insurer directly.

Waiver of Subrogation: A waiver of subrogation in favor of the Town is required on all policies.

Waiver/Estoppel: Neither approval by the Town nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of the Contractor's full responsibility to provide insurance as required under this Contract.

Contractor's Insurance Additional Remedy: Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor or its Sub-Contractors/Firms, employees or agents to the Town or others. Any remedy provided to the Town shall be in addition to, and not in lieu of, any other remedy available under this Contract or otherwise.

Certificate of Insurance: As evidence of the insurance coverage required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to the Town's Risk Manager prior to the award of the Contract if required by the Bid document, but in all events prior to Contractor's commencement of work under this Contract. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insured (or Loss Payees). The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies at any time. All insurance documents required should be mailed to Town of Fairfield, Chief Financial Officer, 725 Old Post Road, Fairfield, CT 06824 and Town of Fairfield, Risk Manager, 725 Old Post Road, Fairfield, CT 06824.

OSHA

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with Federal and State of Connecticut OSHA standards. The successful bidder will agree to indemnify and hold harmless the Town of Fairfield for any and all damages that may be assessed against the Town.

CONFLICT OF INTEREST

No officer or employee or member of any elective or appointive board, commission or committee of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, aggregating more than one hundred dollars (\$100.00), in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, or committee of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, aggregating more than one hundred dollars (\$100.00) in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee of which he/she is a member.

NON-WAIVER CLAUSE

The failure by the Town to require performance of any provision of this bid shall not affect the Town's right to require performance at any time thereafter, nor shall a waiver of any breach or default of a contract award constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

ATTORNEY FEES

In the event of litigation relating to the subject matter of this bid document or any resulting contract award, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

EXCEPTION TO SPECIFICATIONS

No protest regarding the validity or appropriateness of the specifications or of the Invitation for Bids will be considered, unless the protest is filed in writing with the Purchasing Authority prior to the closing date for the bids. All bid proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

UNLESS OTHERWISE NOTED

It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Bid Proposal.

TAX EXEMPT

Federal Tax Exemption 06-6001998.

Exempt from State Sales Tax under State General Statutes Chapter 219-Section 12-412 Subsection A.

No exemption certificates are required and none will be issued.

ADDENDUM #1

RFP 2022-200

8 June 2022– It is intended that this Addendum incorporating the following corrections, revisions, additions, deletions and clarifications become part of the Contract Documents including pricing as submitted

Question: Will the conceptual T-Wall designs prepared as part of the USACE effort be provided to the Client?

Answer: The Town will provide whatever information we have. If not Consultant can directly contact USACE and/ or the Town will assist in gathering info.

Question: Is there any information, reports, drawings, etc. from the prior USACE effort that can be shared?

Answer: Info is not immediately available but Town will share info.

Question: The USACE used the HEC-FDA software to calculate damages in the previous study. Will the data files generated and used by USACE be available to the selected consultant, or will the selected consultant need to generate new input files?

Answer: We will have to check with US ACE.

Question: Does the Town prefer the use of FEMA's software to generate project benefits and costs instead of the HEC-FDA software?

Answer: Town will be applying for grants, mainly FEMA so we would assume FEMA software unless FEMA accepts HEC-FDA for grant applications, then we will rely on Consultant suggestions.



March 10, 2022

William Hurley
Town of Fairfield
725 Old Post Road
Fairfield, CT 06824

Dear Mr. Hurley,

CIRCA's Review Committee is pleased to award your Municipal Resilience Grant Program (MRGP) Application, "Fairfield Benefit Cost Analysis for Climate Resilience". CIRCA will fund your MRGP request in the amount of \$30,000 to carry out BCA activities as described in your attached workplan.

Since one goal of CIRCA's 2022 MRGP funding is to help municipalities leverage larger grants, we offer the following insight from review committee members as helpful feedback for future grant applications: while it may be appropriate to conduct BCA in a phased approach for different flood protection sections identified in your Flood Mitigation Plan, Riverside Drive/Ash Creek Resilience Plan, and the 2019 USACE study, these sections should be considered and presented as a connected, comprehensive strategy in federal grant applications. This approach will also help with public engagement efforts and bring to light potential local opposition to portions of the overall strategy. We commend the Town of Fairfield on their resilience planning efforts and appreciate the opportunity to support you through this MRGP grant award and our Resilient Connecticut Phase III capacity building work.

MRGP grant payments will be made on a cost reimbursable basis at six months (upon receipt of a progress report) and twelve months (upon receipt of a final report). These reports and invoices should be sent to Katie Lund (katie.lund@uconn.edu) in our CIRCA office. 10% of the amount awarded will be withheld until receipt of the final report.

You are expected to acknowledge your MRGP funding contribution and, where appropriate, utilize the CIRCA logo in any publication or presentations produced as a result of this project. The CIRCA logo can be accessed at: <https://circa.uconn.edu/logo-acknowledgements/>

After you review the terms of the agreement below, please sign and return to Katie Lund who will work with staff in UConn's Office of the Vice President for Research to issue back to you the final, signed agreement. Congratulations and we look forward to working with you on this important project.

Sincerely,

James O'Donnell
Executive Director

Avery Point Campus
Connecticut Institute For Resilience
And Climate Adaptation
1080 SHENNECOSSETT ROAD
MARINE SCIENCES BUILDING
GROTON, CT 06340
PHONE 860.405.9228
FAX 860.405.9287
circa@uconn.edu
circa.uconn.edu
An Equal Opportunity Employer



This Contract (hereinafter "Contract") is made and entered into by and between:

University of Connecticut, CIRCA

and

Town of Fairfield

1080 Shennecossett Road

725 Old Post Road

Groton, CT 06340-6048

Fairfield, CT 06824



James O'Donnell

james.odonnell@uconn.edu



1. Project Reference: ___Fairfield MRGP___
2. Maximum Amount Payable: \$30,000
3. Effective Project Start Date: 04/01/2022 to End Date: 04/01/2023 ("Term")
4. Deliverables: A six month progress report and 12 month final report (within thirty (30) days of the end date) to include the outcomes and impacts of the project. The report template can be found at: <https://circa.uconn.edu/funds-muni-2/>
5. Incorporated Documents: The following documents ("Incorporated Documents") are hereby incorporated by reference into this Contract as if fully set forth herein, in the following order of precedence:
 - a. State Terms and Conditions, which can be found at:
<https://uconncontracts.uconn.edu/wp-content/uploads/sites/458/2019/08/State-Terms-Conditions-rev.-08.02.2019.pdf>, as of the Effective Date.
 - b. General Terms and Conditions of Purchase can be found at:
<https://contracting.ubs.uconn.edu/terms-and-conditions>, as of the Effective Date.

IN WITNESS WHEREOF, this Contract has been duly executed by the following parties:

UNIVERSITY OF CONNECTICUT:

TOWN OF FAIRFIELD

By: _____

By: Brenda Kipchick

Print Name: Julie Schwager

Print Name: Brenda Kipchick

Title: Associate Vice President, UConn OVPR

Title: First Selectwoman

Date: 3/21/2022

Date: 3-16-22

PROJECT DESCRIPTION

A copy of the proposal is attached.

2022 CIRCA Municipal Resilience Program – Track 2
Project Name: Fairfield BCA
January 31, 2022

Project Description

The Town of Fairfield developed a town wide Flood and Erosion Master Plan in 2015. The Town with the assistance of MetroCOG and Nature Conservancy revised these resiliency plans into the 2019 MetroCOG Hazard Mitigation plan which is updated annually.

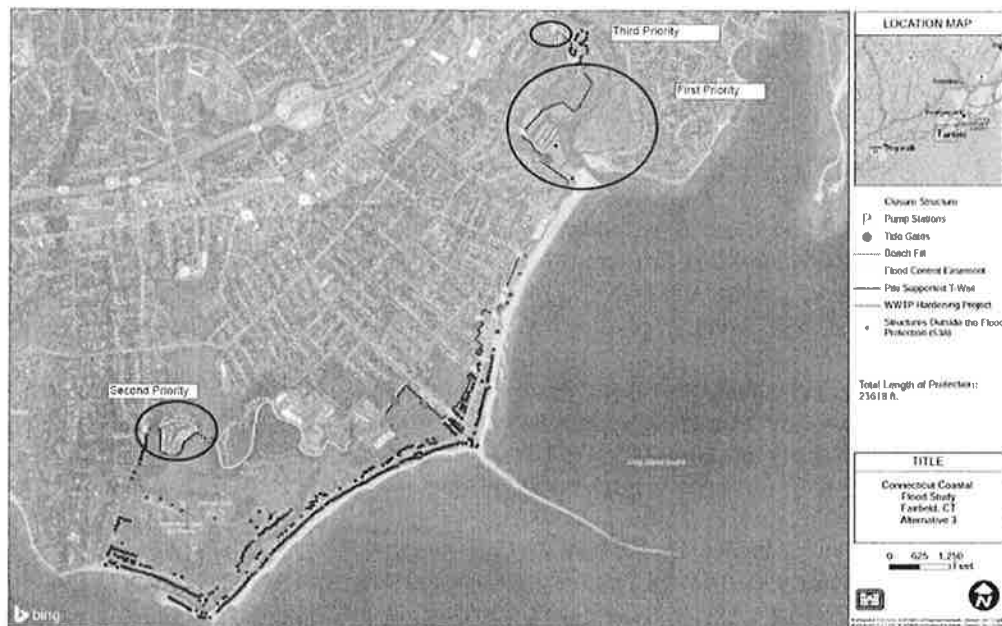
The Town of Fairfield, south of the I-95 corridor, was originally marshy land, that has been largely filled in and developed over time. Today, roughly 3000 structures sit in the Town's flood plain, including many town buildings and historical sites, 5 churches and three schools, as well as roughly 15 % of the town's residential housing.

In 2019, The Army Corp of Engineers (USACE) conducted a study that resulted in a multi section plan to protect the Fairfield shoreline. They assessed the risk as hundreds of millions of dollars in total estimated damages and a potential loss of life (referencing the 1938, 1954 and 1955 storm event loss of life) based on a 1% Annual Exceedence Probability (AEP) flood. Their plan, a plan that would protect most of the town infrastructure and residences from high flood events, had a projected cost of \$546 million and while it had a positive cost benefit ratio of 1.7, it ultimately was not expected to meet the cost benefit thresholds to be approved for federal funding. The cost was considered too high for the town to proceed on its own.

The Town has assessed the USACE plan and identified "critical" sections that, if implemented, have the potential to mitigate the majority of the damages and impact from major storm events. The Town is hoping to investigate lower cost alternatives to produce a more competitive BCR and then would be able to propose to move those projects forward. The town would expect to apply for individual grants for each of these sections as grant funding becomes available. In order to do that, we would need to update the USACE costs (USACE had provided "Project Costs" in 2019 dollars) and to perform a Benefit Cost Analysis, BCA.

The request for this CIRCA grant would cover updated costs and a BCA for two to three of the sections of the town plan to confirm these are highly beneficial projects.

The USACE plan and Fairfield comprehensive resiliency projects have identified project segment areas. The first three priorities are outlined below:

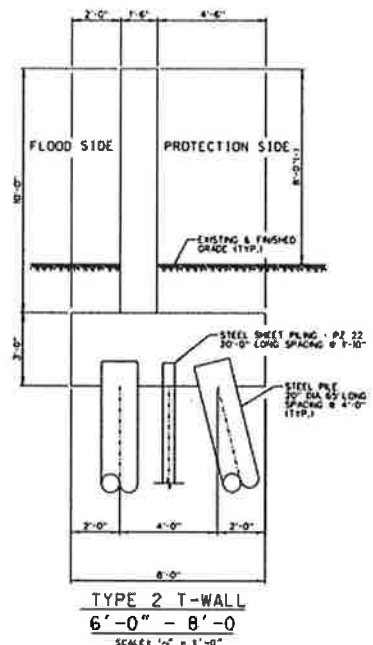
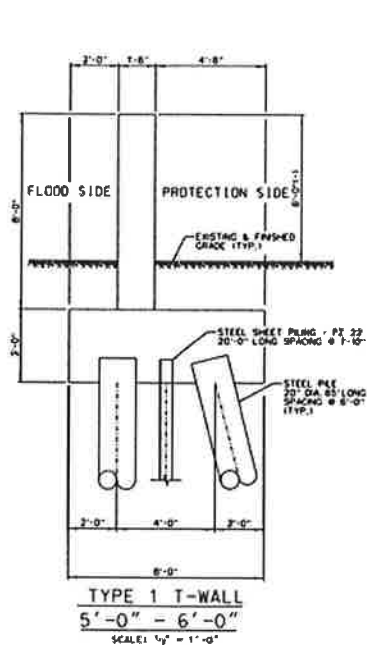


First priority – We would propose to have the consultant update the USACE costs to provide for 2 “T- wall” sections of the plan from Jennings Beach, past the marina section and to create a 7 ft “T-wall” section that will tie into Ash Creek Open Space. Town would like to investigate more cost effective mitigation such as earthen berms/dikes and utilizing tidegate(s) instead of pump station. A core part of this will be determining the BCA for this part of the plan in order to move towards a grant ready project that would involve detailed design and eventual construction.

Second Priority – If funds permit, the Town would propose to work with the consultant to update the USACE costs for the Salt Meadow Road “T – wall” run. Cost saving and effective alternatives would also be investigated. A core part of this will be determining a BCA for this section in order to move towards a grant ready project for more detailed design and eventual construction.

Third Priority – The Town of Fairfield has shovel ready plans (completed final design plans) for a combined self regulating tidegates, culvert and sewer siphon project. Unfortunately so far, the complex nature of the project has had limited grant opportunities. By developing a BCR, the Town could be able to determine if project meets various grant criteria that includes environmental benefits.

For Priorities 1 and 2, The ACOE has provided drawings for each type of T-wall in the plan as well as Detailed cost breakouts including contingencies. The Town of Fairfield has recently updated its town assessor data base through a town wide appraisal and have current values which could be used for the BCA, where applicable.



Moving forward with these sections of the Town plan would also provide resilient evacuation corridors for sections of the beach area and increase the safety of our town residents and the public during major storm events. Cost saving alternatives would be investigated as well, such as earthen dikes or berms, if BCA ratios need to become more competitive.

The Town realizes that there may be limited funds. Although the Town feels all three priorities are beneficial, projects have been identified as Priority One, Two and Three. By obtaining the Benefit Cost Analysis, the Town can further prioritize its project pipeline efforts and identify relevant funding programs for those segments. The Town hopes to continue to make significant progress in improving resiliency in targeted or beneficial areas.

Project Workplan:

Tasks	Timing	Deliverable
Identify Project consultant. – The town has short listed 5 Coastal engineering firms from a Fall 2021 RFQ (Qualified Based Selection) and has identified these 5 firms: Race, Tighe and Bond, GZA, CEI , McLaren	30 days to solicit RFPs after grant award. Est. Complete by April 15, 2022	Select consultant
Issue NTP	May 1, 2022	Purchase order
Kick off meeting	May 10, 2022	Consultant/Town/State partner
Review of Updated USACE costings based on the initial USACE preliminary designs	July 1 2022	Updated costs assuming 2025 construction
Gather information, investigate alternatives if applicable.	August 15, 2022	Proceed with BCA
BCAs for each section using the town's most recent appraised values or FEMA formulas	October 2022	BCAs for each section
Project review and recap to CIRCA	November 1, 2022	Project recap, provide BCR to Circa/Town

Partner Roles and Responsibilities

The Town would be partnering with MetroCOG, the Fairfield Conservation Department and the Fairfield Flood Erosion and Resiliency Board on this project. The majority of the project oversight and administration would be done by the Fairfield Engineering Department. MetroCOG and the Town would use this data to update the regional Hazard mitigation plan, and would plan to share it with other towns in the COG who might have similar Coastal resilience challenges. If the project were to advance further in the pipeline with design plans, public informational meetings, neighborhood meetings and involvement with Ash Creek Conservation Association (for priority one and three) and Fairfield Open Space Manager are anticipated.

Resume For team members:

The core team from the Town of Fairfield would consist of William Hurley and Megha Jain from the Engineering Department – Resumes are attached. Members of Town Planning and Zoning including the Coastal Flood Plain Manager and members of Fairfield Flood Erosion and Resiliency Board will also provide active input and review.

Consultants will be chosen for this project through Quality based Selection or by CIRCA recommendation /requirements. The Town has already performed request for qualifications for coastal engineering studies and has a group of 5 coastal engineering firms it can choose from. The Town can use QBS selection or perform a request for proposals if deemed necessary



LOCATION



- Closure Structure
- P Pump Stations
- Tide Gates
- Beach Fill
- Flood Control I
- Pile Supported
- WWTP Harder
- Structures Out of Protection (531)

Total Length of Project
23618 ft.

TITLE

Connecticut C
Flood Stu
Fairfield, C
Alternative

0 625 1,250



BID # 2022-200
RFP Fairfield Benefit Cost Analysis for
DESC Climate Resiliency
DATE 6/9/2022
TIME 2:00 PM

Town of Fairfield - Bid Results

		GZA GeoEnvironmental, Inc Norwood, MA
Task 1	Kickoff Meeting and Site Reconnaissance	\$2,900.00
Task 2	Review and Update USACE Estimates	\$5,200.00
Task 3	Benefit Cost Analysis	\$17,700.00
Task 4	Technical Report	\$2,800.00
Task 5	Meetings	\$1,300.00
Total		\$29,900.00



Known for excellence.
Built on trust.



Proposal for Benefit Cost Analysis for Climate Resiliency

RFP #2022-200

Submitted to:
Town of Fairfield



June 8, 2022

GZA GeoEnvironmental, Inc.

249 Vanderbilt Ave (Headquarter) | Norwood, MA 02062
781-278-3700

35 Nutmeg Drive, Suite 325 | Trumbull, CT 06611
203-380-8188

30 Offices Nationwide
www.gza.com



Proactive by Design

GEOTECHNICAL

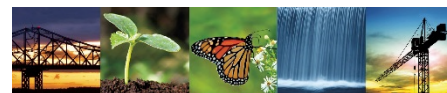
ENVIRONMENTAL

ECOLOGICAL

WATER

CONSTRUCTION
MANAGEMENT

35 Nutmeg Drive
Suite 325
Trumbull, CT 06611
T: 203.380.8188
F: 203.375.1529
www.gza.com



June 8, 2022
GZA File No. 01.P000287.23

Town of Fairfield
Purchasing Authority
First Floor, Independence Hall
725 Old Post Road
Fairfield, CT 06824

Re: Request for Proposal - Fairfield RFP # 2022-200
Engineering Services for Benefit Cost Analysis for Climate Resiliency
Fairfield, CT

Dear Ms. Corinne Dyer:

GZA GeoEnvironmental, Inc. (GZA) is pleased to have the opportunity to submit this proposal and to tender an offer to provide professional engineering services requested by the Town of Fairfield, Connecticut for the Benefit Cost Analysis (BCA) for Climate Resiliency.

Our understanding of the scope of the project is based on reviewing the Request for Proposal (RFP #2022-200) issued on May 25, 2022. GZA is well qualified to provide the services described herein and is committed to working with the Town of Fairfield for the BCA for Climate Resiliency.

GZA is a specialized multidisciplinary engineering firm with a staff of over 680 engineers, scientists and support personnel located in 30 offices throughout the Northeast, Mid-Atlantic, and Great Lakes regions, including multiple offices in Connecticut. The proposed project personnel have extensive experience in engineering design, natural hazards characterization, and benefit-cost analysis. GZA has been involved in developing maintenance/repair programs for municipalities, state and federal agencies, port authorities, public utilities, and marina terminals. Our experience with designing waterfront structures, dredging operations, permitting various waterfront structures, and providing construction administration services located along the Northeast coast makes GZA a qualified choice for this undertaking.

GZA approaches projects with teams comprised of the best qualified personnel from one or more offices. This project will be completed by GZA GeoEnvironmental, Inc. from our (headquarters) Norwood, MA office, with coastal engineering expertise drawn from our Trumbull, CT offices as appropriate.

For this project, we have gathered a team of professionals who have specifically devoted large portions of their careers to successfully providing services for waterfront facilities. Our team combines their abilities to provide accurate site-specific inspections, state of the art coastal engineering designs, permitting, cost estimating and in-depth construction administrative services.



We will provide the scope of services described in our proposal and commit to keep the project team at your disposal for the duration of the contract. We feel that the proposed Project Team can provide key benefits to the Town of Fairfield, particularly in our familiarity with the analysis and design of coastal structures and our experience in assisting our clients through the regulatory processes of the Connecticut Department of Energy and Environmental Protection (DEEP) agency and the US Army Corps of Engineers (USACE).

GZA was pre-qualified by CIRCA in 2020 as a climate resiliency planning and design consultant under the Resilient Connecticut Project, as part of the HUD National Disaster Resilience Competition. In 2022 CIRCA awarded GZA a contract under Resilient Connecticut Phase III for the Stratford South End Project. This planning effort will: 1) focus on detailed review of the proposed South End and Employment Growth District's flood mitigation strategies from Stratford's community resilience plan; 2) provide an assessment of ongoing implementation challenges; and 3) recommend updated or alternative strategies that can be developed as implementable projects (including BCA of 3 projects) to advance the Town's resilience goals. As such, GZA is well positioned to apply lessons learned from the Stratford project to this opportunity.

GZA has a long history of successfully completing coastal engineering projects including hazard evaluations, vulnerability assessments, feasibility studies, conceptual/engineering design, permitting, as well as benefit-cost analysis for proposed construction activities. We feel that our Team is uniquely qualified for this project for we have worked with similar municipalities throughout the Northeast. Several summary Project Descriptions have been included in our proposal in **Appendix D**.

Our proposal includes the following sections which demonstrate our experience and ability to complete the requirements of the RFP as well as the required information requested by the Town:

- Appendix A – Company Information
- Appendix B – Scope of Work and Budget
- Appendix C – Schedule
- Appendix D – Related Experience and References

We trust that this package provides all the information that you have requested. Please do not hesitate to contact us should you have any questions or require any additional information.

Very truly yours,

GZA GEOENVIRONMENTAL, INC.

A blue ink signature of Bin Wang, written in a cursive style.

Bin Wang, P.E., CFM
Project Manager/Senior Consultant

A blue ink signature of Matthew T. Taverna, written in a cursive style.

Matthew T. Taverna, P.E.
Senior Project Manager

A blue ink signature of David M. Leone, written in a cursive style.

David M. Leone, P.E., CFM
Principal-In-Charge

A blue ink signature of Samuel J. Bell, written in a cursive style.

Samuel J. Bell, CFM
Consultant Reviewer



Appendix A

Company Information and Experience of Personnel





Appendix A. Company Information

Proposer Team

1. **Name of Proposer:**

GZA GeoEnvironmental, Inc.

Tax ID 04-2393851

2. **Permanent main office address:**

GZA's corporate offices are located at:

249 Vanderbilt Avenue

Norwood, MA 02062

This Contract will be managed from the Trumbull, CT office located at:

35 Nutmeg Drive

Suite 325

Trumbull, CT 06611

3. **When organized:**

Founded in 1964 as Goldberg-Zoino & Associates, Inc.

Corporation: Commonwealth of Massachusetts

Total years in business – 58 years.

Known as Goldberg-Zoino & Associates, Inc. until 1989 (25 years), then became GZA GeoEnvironmental, Inc.

4. **Financials:**

GZA generates approximately \$160 million in annual revenue. The Company can borrow up to \$15 million through March 2024, pursuant to a revolving credit line agreement with a commercial bank. There was no outstanding balance on the credit line as of the end of the last fiscal year (February 25, 2022) and as of June 7, 2022.

GZA audited financial report for fiscal year 2022 is included in **Appendix A**.

5. **Contact Information: Phone, E-mail:**

Bin Wang, P.E. (MA), Certified Floodplain Manager (CFM), Senior Consultant

Office Phone: 781-278-5700

Direct: 781-278-5809

Email: Bin.Wang@gza.com

GZA is an employee-owned company. There are no employees with an ownership percentage greater than 4%. The company is governed by a Board of Directors with day-to-day operations managed by the President and Chief Executive Officer, Mr. Patrick Sheehan. All principals of the company are authorized to bind GZA in negotiations with the Town of Fairfield including our proposed project principal, Mr. David M. Leone.

There are no previous or current Town employees who have personal interest in the well-being of GZA GeoEnvironmental, Inc.

GZA has not been terminated, fired or been replaced on a project other than those contracts that have been terminated due to completion.

GZA has not failed to complete any awarded contract.

GZA has not defaulted on a contract.





Appendix A. Experience of Personnel

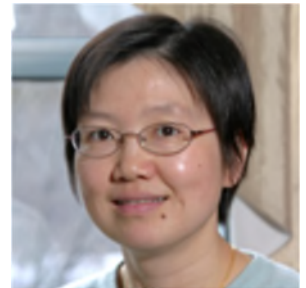
KEY PERSONNEL

We have selected key individuals to form the nucleus of the project team. The role of each key member along with a brief description of their background is presented below. The Team members that have been selected for this project have worked on numerous waterfront planning and improvement projects for municipalities and private sectors along the East Coast. Resumes are included as attachments in **Appendix A**. Several samples of relevant project experience are also included in **Appendix D** for your review.



David M. Leone, P.E., CFM, is a civil engineer in GZA's Water Services Group who specializes in flood hazard analysis, hazard risk management, and dam engineering. He has over 24 years of experience, all with GZA, and is a licensed professional engineer in five states (Connecticut, New York, Massachusetts, Michigan, and Rhode Island). Mr. Leone's flood hazard assessment and hazard risk management expertise includes hazard vulnerability assessments focusing on surface water hydrology, open-channel hydraulics, and two- and three-dimensional hydrodynamics. Mr. Leone has extensive experience with analysis of both riverine and coastal environments, including the combined effects of stormwater, groundwater, and riverine and coastal flood mechanisms. His expertise includes simulation of rainfall/runoff and hydrodynamic processes, hydraulic structures, and mapping using state-of-the-practice computer software and geographic information systems (GIS).

Bin Wang, P.E., CFM, will serve as the Project Manager and be your primary point of contact for this project. Bin is a Senior Consultant in the Water Resources/Coastal Engineering Group and has been with GZA since 2004. Her academic background includes geotechnical/structural/earthquake engineering, finite element method, probability theory and stochastic modeling. Her responsibilities at GZA include geo-structure finite element modeling for engineering analysis/design, statistical analyses, numerical modeling on coastal storm surge, wind-wave action, rainfall/runoff, groundwater seepage and surface water hydraulics. Her experiences also include natural hazard evaluation and vulnerability assessment due to climate change and sea level rise. Ms. Wang is FEMA Benefit-Cost Analysis (version 6.0) trained and a Certified Floodplain Manager by the Association of State Floodplain Managers (ASFPM). Ms. Wang currently serves as the Chair of the Massachusetts Association for Floodplain Management.



Samuel J. Bell, CFM, will be is a Senior Planner with GZA with 18 years of leadership and management experience covering natural hazard mitigation and resiliency planning, hazard mitigation assistance, environmental planning and permitting, community education and outreach, and disaster resiliency research. Mr. Bell also has extensive experience leading interdisciplinary teams in the development of numerous coastal resilience, climate adaptation and natural hazard mitigation plans in the Northeast. From 2007 to 2010 Mr. Bell served as a Hazard Mitigation Grant and Planning Team Lead for the Federal Emergency Management Agency (FEMA). From 2011 to early 2014, Mr. Bell assisted FEMA in revising risk evaluation and program effectiveness tools that included the FEMA Benefit-Cost Analysis (BCA) Tool Version 5.0. To assist stakeholders in effectively using FEMA's BCA Tool and HMA grant programs, Mr.

Bell provided trainings throughout the U.S. including trainings in the State of Massachusetts. Mr. Bell is FEMA BCA (version 6.0) trained.





Appendix A. Experience of Personnel

Matthew T. Taverna, P.E. will serve as a senior coastal engineering out of the Trumbull office. Mr. Taverna, Senior Project Manager, has been involved with a variety of coastal engineering projects for municipal, industrial, commercial and residential marine facilities. Mr. Taverna has inspected and performed structural analysis assessments on timber, concrete and steel elements. He has designed and prepared construction documents for timber, concrete and steel bulkheads including tie-back systems. He has obtained federal, state and local permits for shoreline stabilization, marina improvements, dredge operation and various municipal, commercial and residential projects. Mr. Taverna has performed above and below water inspections and prepared condition assessment reports that include estimated construction costs for repairs to marinas and berthing facilities for small craft vessels.



In addition to the staff identified above, GZA has approximately three dozen coastal, marine and waterfront engineers and scientists that can be called upon when and as needed to provide expertise in various specialties for marine and waterfront work. GZA also has a considerable staff of geotechnical, civil, structural, and environmental engineers and scientists to provide any assistance that may be needed.





David M. Leone, P.E.

Associate Principal/Hydraulic Engineer/Floodplain Subject Matter Expert

Summary of Experience

Mr. Leone is a civil engineer in GZA's Water Services Group who specializes in flood hazard analysis, hazard risk management, and dam engineering. He has over 19 years of experience, all with GZA, and is a licensed professional engineer in four states (New York, Massachusetts, Connecticut, and Rhode Island).

Mr. Leone's flood hazard assessment and hazard risk management expertise includes hazard vulnerability assessments focusing on surface water hydrology, open-channel hydraulics, and two- and three-dimensional hydrodynamics. Mr. Leone has extensive experience with analysis of both riverine and coastal environments, including the combined effects of stormwater, groundwater, and riverine and coastal flood mechanisms. His expertise includes simulation of rainfall/runoff and hydrodynamic processes, hydraulic structures, and mapping using state-of-the-practice computer software and geographic information systems (GIS). Mr. Leone is well-versed in several hydrologic computer applications including HEC-HMS, HEC-RAS, ADCIRC, SWAN, SWMM, and FLO-2D, and has also developed site-specific computer models for both watershed and reservoir-specific water balance simulation.

Education

B.S., Civil Engineering, Worcester Polytechnic Institute, 1996
M.S., Civil Engineering, University of Massachusetts, Lowell, 1998

Licenses & Registrations

Professional Engineer:
Massachusetts, #45877
Connecticut, #28563
Rhode Island, #9778
New York, #096864-1

Areas of Specialization

- Flood Hazard Vulnerability Assessment
- Flood Resiliency Planning and Design
- FEMA Floodplain Mapping Revisions and Analyses
- Dam and Levee Engineering Assessment and Design
- Dam Emergency Action Planning
- Surface Water Hydrology
- Hydraulic Engineering
- Scour at Bridges
- 2-D Hydrodynamic Modeling
- Stormwater Management and Design
- Water Resources Management
- Geographic Information Systems

Relevant Project Experience

Principal-in-Charge, Raise Shorelines: Edgemere Drainage Study, Queens, New York.

As part of New York City's initiative to protect against sea level rise, GZA is performing a complex drainage study for a low-lying part of the Rockaways that was inundated by Hurricane Sandy. GZA's overall approach is to:

- 1) Use "state-of-the-science" methodologies, including numerical models, for characterizing flood hazards and sea level rise,
- 2) Calibrate our hazard analyses to available observed data collected by GZA,
- 3) Use FEMA methods such as HAZUS-MH for estimating losses that would otherwise be experienced in lieu of the proposed flood protections,
- 4) Use an integrated approach for improvement projects including both structures and natural and nature-based features, and
- 5) Use GIS for information management, including the GZA GeoTool© for the visualization of results.

Flood Assessment of Co-generation Facility, Linden, New Jersey. GZA was subcontracted by a power producer effected by Superstorm Sandy to develop a flood frequency curve and conceptual flood mitigation alternatives. The work included development of a coastal storm surge flood-frequency curve using statistical analyses of tidal gage data, 2-dimensional computer modeling of synthetic hurricanes, and overland flooding analysis with FLO-2D. GZA also collaborated with the owner and its Contractor to develop conceptual designs for flood protection, including perimeter barriers. GZA used its models to assist in the design and to assess post-construction flood impacts to the site and surrounding areas.

Western Gateway Climate Adaptation and Resiliency Plan, Glen Cove, Nassau County, New York. Responsible for developing resiliency planning and an implementation plan that prioritize actions in the Glen Cove area based on a systematic ranking. GZA is developing recommendations in coordination with the Project Team. We will organize the



David M. Leone, P.E.

Associate Principal/Hydraulic Engineer

community resiliency planning results in a priority matrix which ranks sites and actions based on risk to (i.e., vulnerability x consequence) and importance to the City. This plan will allow for concrete actions to improve the resilience of the area under our changing climate.

Senior Project Manager/Principal-in-Charge, Post-Fukushima Flooding Hazard Re-evaluations, Indian Point and other numerous sites. After the devastating earthquake and tsunami at Fukushima, Japan, the Nuclear Regulatory Commission required that all U.S. nuclear power plants re-evaluate their seismic and flood vulnerability, including Indian Point Energy Station on the Hudson River in upstate New York. GZA was selected to characterize the external flood hazards at 35% (23 plants) of U.S. nuclear power plants, representing five different power providers. Mr. Leone has served as Senior Project Manager (lead engineer) or Principal in Charge for external flood hazard reevaluation of over 20 nuclear power plant sites throughout the U.S. These include sites on the Great Lakes, Atlantic Coast, and the Gulf of Mexico. Riverine sites include major rivers, within a large watershed, such as the Mississippi, Arkansas, Hudson and Connecticut Rivers.

Consultant/Reviewer, City of New York, Engineering Assessment of Five Dams, New York City, New York. The City of New York, through the Department of Environmental Protection, has retained GZA to provide visual inspection, engineering assessments, monthly inspections, and other dam safety engineering services of five in-city reservoir dams which are or once were part of the City's water supply system. GZA is providing dam engineering assistance to the City, as they develop a long-term dam safety program for these reservoirs. Mr. Leone is served as project manager for the effort from 2010 through 2013 and provided oversight to GZA's technical staff for the project in addition to serving as a technical resource for the City. Since 2014, Mr. Leone has served as Consultant/Reviewer for the work.

Principal-in-Charge, Post-Fukushima Flooding, Focused Evaluation, confidential sites. As part of the NRC's post-Fukushima initiatives, nuclear plants were requested to develop flood response strategies to newly reevaluated, beyond design basis external flood hazards. GZA is supporting several sites' response to these flood hazards through additional, detailed hydrodynamic modeling of coastal, local intense precipitation, stormwater, dam failure, and combined flood effect hazards. We are also providing hydraulic engineering support for selection and evaluation of flood response procedures and portable/temporary flood protection, FLEX, measures. Mr. Leone is Principal-in-Charge for the work, at locations in New York, Connecticut, and Virginia.

Senior Technical Consultant, Town Wide Drainage Evaluation, Comprehensive Stream Improvement Plan, and Downtown Resiliency and Recovery Plan, Westport, Connecticut. The Town has experienced flooding due to the inability of the existing stormwater infrastructure to manage local intense precipitation, resulting in localized areas of "flash" flooding. The purpose of the first study is to provide an analysis of the watersheds of 8 streams in Town, map the current flood lines for the 10, 25, 50, 100, and 500-year return period, 24-hour duration storms, and recommend future improvements to the streams and conveyances within Westport. The purpose of second study is to assess the vulnerability and resiliency of Downtown relative to riverine and coastal flooding, including stormwater considerations. Mr. Leone is serving as senior technical consultant for the execution of the work.

Project Manager, Flood Hazard Reevaluation, CENG Nine Mile Point Nuclear Station, Lycoming, New York and R.E. Ginna Nuclear Power Plant, Ontario, New York. Project Manager for external flood hazard reevaluation of two nuclear power plant sites: NMP is a category one site along Lake Ontario and the REG is a category 3 site along Lake Ontario. The external flood analyses included evaluation of Probable Maximum Hurricane (PMH), Probable Maximum Storm Surge (PMSS), Probable Maximum Seiche (PMS) and Probable Maximum Tsunami (PMT).

FEMA No-Rise Certification, Confidential Power Utility, Upstate New York. In support of the installation of flood protection measures, GZA evaluated the floodway delineation of a stream in Upstate New York. The work was performed per FEMA guidance, including obtaining the effective model, duplicating it with up-to-date software, and evaluating the effective floodway. GZA's hydraulic modeling approach identified several inconsistencies with the effective model and demonstrated to regulators that the proposed flood protection measures would not affect the regulatory floodway or flood elevations in the area.

Dam Breach Feasibility and Hazard Reclassification of Ridgewood Reservoir / Highland Park, New York City, New York. Ridgewood Reservoir is a former water supply reservoir for the City, which was largely drained and taken offline many years ago. The dam impounding the reservoir remained and was classified by state regulators as High Hazard. GZA, on behalf of NYCDEP and NYC



David M. Leone, P.E.

Associate Principal/Hydraulic Engineer

Parks, provided a range of engineering services over several years to develop breach feasibility analyses. As a result of our work and negotiations between the City, State, and local stakeholders, the project transitioned to leaving the dam in-place but performing a hazard potential reclassification. GZA performed a 2-D dam breach analysis to support the analyses. The dam was reclassified to a Low hazard structure in 2017, eliminating the City's need to perform more extensive studies and reducing the requirements for extensive dam repairs.

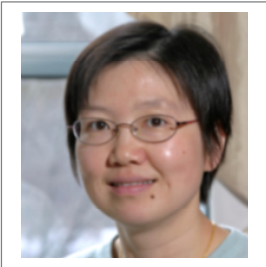
Flood Vulnerability and Regulatory Assessment, Hoboken, New Jersey. Mr. Leone performed flood vulnerability assessments based on published data for an educational facility in Hoboken, New Jersey. The work also included state and local regulatory evaluation of proposed improvements to the building, and discussions with the Town and NJDEP.

Project Manager, Massachusetts Department of Environmental Management, Jones River Watershed Study, Kingston, Massachusetts. Under the Massachusetts Watershed Initiative, the Department of Environmental Management, Office of Water Resources (DEM-OWR) hired GZA to undertake a water quantity and aquatic habitat analysis of the Jones River Watershed Study in Kingston, Massachusetts. Mr. Leone served as Project Manager and lead hydrologist for this project, which furthered scientific understanding of the inter-relationships of the key functional values of the watershed system related to water supply and aquatic habitat. Quantifying the hydrology of the basin involved significant technical challenges in the form of extensive cranberry farming practices which have altered natural drainage patterns and inter-basin transfers involving Silver Lake, which serves as the vast majority of the City of Brockton's water supply. The results provided DEM-OWR, water users, and local officials and stakeholders hydrologic and biologic criteria for setting flow and habitat restoration goals.

Project Hydrologist, Massachusetts Department of Environmental Management, Weir River Watershed Study, Hingham, Massachusetts. The Massachusetts Department of Environmental Management, Office of Water Resources (DEM-OWR) has hired GZA to perform a comprehensive inflow/outflow analysis for the Weir River watershed and its sub-basins. This project is being conducted under the Massachusetts Watershed Initiative to research essential background water use data for the Weir River watershed and to evaluate increased water needs for future planning. Mr. Leone is involved in examining a series of potential human and/or natural influences on the water supply system including, but not limited to, increased and decreased water demand and its effect on local surface water and groundwater hydrology. Results from these analyses will assist in assessing the potential risk due to biological stresses on aquatic species such as trout, herring, bass, and several macroinvertebrates. Mr. Leone was responsible for the presentation of the data and results of GZA's study in ArcView (GIS) format. The end product of this project will be GZA's development of a sound guidance/planning document to be used by the Boston Harbor Watershed Team and other stakeholders to sustain the area's water resources into the 21st century.

Project Hydrologist, Town of Cohasset, Bound Brook Aquatic Habitat Study, Cohasset, Massachusetts. The Town of Cohasset engaged GZA to evaluate the potential impacts that current and proposed water withdrawals have on stream flow and aquatic habitat in Bound Brook, downstream of Cohasset's surface water supply sources: Aaron River Reservoir and Lily Pond. In addition to conducting stream flow measurements in the field, Mr. Leone was also responsible for developing a daily lake model able to accurately simulate long-term water surface fluctuations and outflows of the two-reservoir Town water supply system. GZA also developed site-specific stream flow targets to evaluate the effects of withdrawals upon aquatic habitat, from a hydrologic standpoint. The changes in available aquatic habitat were also investigated through comparisons of wetted perimeter in the brook for pre-, current, and proposed water withdrawal scenarios.

Project Manager, Massachusetts Division of Capital Asset Management, Restoration and Stormwater Investigation of Canterbury Brook, Boston, Massachusetts. GZA was contracted by the Massachusetts Division of Capital Asset Management to investigate the existing flooding issues at the former Boston State Hospital Site. The project involved the use of a computer model, SWMM, to assess the existing conditions of the brook and its associated network of storm drains and sewer overflows, as well as the impact of proposed development upon the brook. Additionally, Mr. Leone completed a conceptual design for channel restoration at the brook, which included details for live fascines, log vanes, and boulder edging. The project is currently ongoing.



Bin Wang, P.E.
Senior Consultant

Summary of Experience

Ms. Wang is a Senior Technical Specialist in the Water Resources Group. Her academic background includes geotechnical/structural/earthquake engineering, finite element method, probability theory and stochastic modeling. Her responsibilities at GZA include geo-structure finite element modeling, statistical analyses, numerical modeling on coastal storm surge, wind-wave action, rainfall/runoff, groundwater seepage and surface water hydraulics. Her experiences also include flood hazard evaluation due to climate change and sea level rise. Completed official FEMA cost-benefit analysis (CBA) training in 2019.

Relevant Project Experience

Quonochontaug Pond Breachway Coastal Resiliency Improvement Project, Charlestown, RI. Performed data review on RI StormTools, habitat mapping, and numerical hydraulic modeling to assess current site conditions and future conditions associated with various sea level rise (SLR) scenarios. Developed 60-percent conceptual design with green and gray measures to mitigate ongoing shoreline erosion and improve coastal resiliency at the site.

Chippechaug Trail Shoreline Protection Feasibility Study, Mason's Island, CT. Performed habitat mapping, site-specific metocean analysis, numerical hydrodynamic wave modeling to assess current site conditions and future conditions associated with various SLR projections. Developed conceptual design alternatives with nature-based measures to mitigate shoreline erosion.

Water Pollution Control Facility Flood Protection Enhancement Project, Town of Stratford, CT. Performed the conceptual design with perimeter flood protection measures for the site and prepared 30-percent concept drawing set for pre-permitting reviews. The conceptual drawings will be reviewed by the state regulators to determine whether various aspects of the proposed project are in compliance with current federal/state/local regulations and permittable.

Community Resilience / Hazard Mitigation Plan, Town of Stratford, CT. Performed a comprehensive metocean analysis for the coastal town using the available oceanographic and meteorological data. Reviewed FEMA flood hazard mapping information and performed site-specific circulation and wave coupled numerical modeling to assess the coastal flood hazard risks. Performed loss estimates using FEMA's HAZUS-MH program to estimate the financial impact due to various flooding scenarios with sea level change projections for the Town. Developed in-house property-specific loss estimate toolkit using the same FEMA and USACE fragility curves used by HAZUS.

Long Wharf Flood Protection and Living Shoreline Conceptual Design, New Haven, Connecticut. Performed annual loss calculations for different types of properties within the study area using FEMA's depth-damage functions for both structural damage and content loss. Drafted in AutoCAD proposed design concepts for resiliency

Education

B.S., 1998, Civil Engineering,
Zhejiang University, China
M. Phil., 2000, Civil Engineering
Hong Kong University of Science and
Technology
M.S., 2003, Civil Engineering,
Princeton University

Registrations & Certificates

Professional Engineer – 2008
Massachusetts #47680
Certified Floodplain Manager – 2015
Certified MVP Provider MA - 2019

Areas of Specialization

- Numerical Modeling
- Hydrology and Hydraulics
- Probability and Risk Analysis
- Geotechnical/Structural Engineering
- Finite Element Method

Modeling Program Proficiency

- SLOSH
- ADCIRC
- SWAN
- WHAFIS
- CEDAS
- FLO2D
- HEC-RAS
- HEC-HMS
- EPA SWMM
- FEMA BCA Toolkit
- FEMA HAZUS-MH
- GeoStudio
- PLAXIS 2D

**Bin Wang, P.E.**

Senior Technical Specialist

improvement, with consideration for future conditions including sea level rise and other climate change factors. Design concepts included vegetated sand dune, saltwater marsh/wetland restoration and oyster reefs.

Natural Hazard Mitigation Plan, Old Saybrook and Fenwick, Connecticut. Performed a comprehensive metocean analysis for the coastal town using the available historical observed data. Developed conceptual flood and beach/dune erosion mitigation conceptual plans.

Reservation Terrace Sand Dune/Beach Nourishment Project, Plum Island, Massachusetts. Performed a comprehensive statistical analysis on observed tide gage, wind and wave data. Designed a stochastic simulation scheme for modeling beach erosion using the Monte Carlo Simulation technique and @Risk (Palisade) software. Presented the simulated beach erosion estimates using annual probabilities, as a tool for risk-informed decision making and risk communication.

Millstone Power Station Probabilistic Storm Surge Analysis and Combined Effects Flooding at Annual Exceedance Probability of 10^{-4} and 10^{-5} . Technical lead for development of storm surge stillwater elevation at AEP of 10^{-4} and 10^{-5} using logic tree method to evaluate epistemic uncertainty associated with the probabilistic flood hazard evaluation. Performed statistical analysis on hurricane parameters (wind, heading, forward speed and radius of maximum winds) and used various methods to assess error and uncertainty parameters including stochastic modeling.

Forensic Analysis and Review of Hurricane Metocean and Geological Conditions for a Failed Oil Rig, Confidential Site, Gulf of Mexico. Performed independent metocean data analyses and derived Gulf of Mexico weather and wave statistics. Reviewed seafloor geology and geomorphology at the site, original design documents and post-incident forensic studies. Summarized finding and conclusions in a technical report submitted to U.S. Coast Guard on the possible causes that contributed to the failure of the offshore platform and estimate of the likelihood of such incidents.

Review of Feasibility Study Report - Boston Harbor-wide Barrier Systems Prepared by UMass Boston Sustainable Solutions Lab. Performed detailed technical peer review of the feasibility report, which examined the harbor wide barrier options to protect the City of Boston and surrounding coastal communities from frequent flooding due to climate change and projected sea level rise. Provided comments based on technical and financial feasibilities.

Flood-Related Design Regulatory Research, A.J. Demarest School, Hoboken, New Jersey. Performed a thorough regulatory research on Federal, State regulations and local municipal codes and developed a detailed report summarizing the findings pertinent to the proposed major renovation construction work at the 100-year old school building. Provided technical support to the New Jersey School District Authority for bringing the building into compliance with the most current building codes.

Post-Fukushima External Flood Evaluation, Confidential Nuclear Power Plants in Massachusetts, Connecticut, New York, New Jersey, Virginia, South Carolina and Louisiana. Performed both riverine and coastal flood analysis, including statistical analysis on historical hurricane data and developed Probable Maximum Hurricane (PMH) parameters, performed Probable Maximum Storm Surge (PMSS). Performed extensive error/uncertainty analyses on flood hazard evaluation including stochastic modeling and extreme value analysis.

External Flood Evaluation, PSEG Linden Generation Station, New Jersey and National Grid E.F. Barrett and Port Jefferson Power Plants, Long Island, New York. Performed statistical extreme value analysis using observed NOAA tide gage data and SLOSH storm surge simulations for historical tropical storms and hurricanes. Developed coastal flood stage frequency curves, using gage data, SLOSH results and Empirical Simulation Technique (EST) in CEDAS. Probabilistically determined flood elevations used for flood inundation mapping at the plants.



Samuel J. Bell, CFM

Senior Resiliency Planner/Disaster Recovery Manager

Summary of Experience

Mr. Bell is a Senior Planner with GZA with 18 years of leadership and management experience covering natural hazard mitigation and resiliency planning, hazard mitigation assistance, environmental planning and permitting, community education and outreach, and disaster resiliency research. Sam is a member of the Natural Hazard Risk Management Senior Leadership Team assisting in the integration of these services across 30 GZA offices around the United States (U.S). He has extensive experience providing technical assistance to Federal agencies, State agencies, U.S. Territories, Counties, and communities on disaster recovery and resiliency projects designed to protect critical facilities, public and private infrastructure, and residences.

From 2007 to 2011 Mr. Bell served as a Hazard Mitigation Grant and Planning Team Lead for the Federal Emergency Management Agency (FEMA) providing disaster recovery support to states throughout the Northeast in response to the adverse impacts caused by various types of natural disasters. Mr. Bell worked with multiple State Emergency Management Agencies and Departments of Environmental Protection to identify strategies and natural hazard mitigation solutions to protect residences and critical facilities from incurring damages from future natural hazards.

From 2011 to early 2014, Mr. Bell assisted FEMA with revising risk evaluation and program effectiveness tools that FEMA, States, local, tribal and US territories use to evaluate the effectiveness of all eligible flood mitigation projects including critical facilities and infrastructure. These tools included the FEMA Benefit-Cost Analysis (BCA) Tool Version 5.0 used to evaluate project cost-effectiveness, and a pioneering streamlined riverine flood loss avoidance study methodology used to evaluate the effectiveness of flood mitigation after completion. To assist stakeholders with using FEMA's BCA Tool, Mr. Bell provided trainings throughout the U.S.

Relevant Project Experience

Project Manager, Public Assistance COVID-19 Disaster Recovery, Providence, Rhode Island. (2020) GZA is assisting the City of Providence with disaster recovery services resulting from the COVID-19 pandemic. Mr. Bell is one of the lead representatives authorized by Providence to act on the City's behalf with the Rhode Island Emergency Management Agency (RIEMA) and FEMA in matters related to post disaster recovery. The services include: 1) managing the City's FEMA Public Assistance Grants regarding COVID-19; 2) recovering emergency protection administrative costs to the greatest extent under Section 324 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act; 3) coordinating with state and federal agencies on the City's behalf in support of overall disaster recovery efforts; and 4) evaluating additional potential grant opportunities outside of FEMA PA for the City.

Project Manager, Disaster Recovery Administrative Services, Cranston, Rhode Island. (2019-2020) GZA serves as the City of Cranston's disaster recovery consultant. Mr. Bell leads a team of disaster recovery experts to assist the City in managing state and federal disaster recovery grant management processes to ensure rapid recovery and to expedite post-disaster redevelopment for the City. The services include but are not limited to 1) technical assistance for the FEMA Public Assistance; 2) Inspection/Damage Assessments; 3) Financial management and Tracking; 4) FEMA 404 and 406 Hazard Mitigation Services;

Education

B.S., Environmental Design, 1998,
Urban and Regional Planning,
University of Colorado- Boulder
M.A., 2006, Urban and Environmental
Policy and Planning, Tufts University

Certifications

Municipal Vulnerability Preparedness
(MVP) Certified in Massachusetts
Certified Floodplain Manager (CFM)

Areas of Specialization

- FEMA and HUD Disaster Response and Recovery Programs
- FEMA, HUD, and NOAA Hazard Mitigation Programs
- Resiliency and Climate Adaptation
- Municipal Vulnerability Preparedness
- Natural Hazard Mitigation Planning
- Community Education and Outreach
- Cost-Benefit Analysis
- Environmental Permitting and Planning

Publications and Presentations

Bell, S.J. "Integrating Natural Hazard Risk Management into Site Selection, Due Diligence, Supply Chain Management and Existing Asset Management." Industrial Asset Management Council (IAMC) Fall Forum (2018)

Bell, S.J., Winslow, D.M., and Hudock, M. "Reducing Risk Associated with Development of Distressed Waterfronts." Urban Land Institute (ULI) Northern New Jersey Suburban Marketplace (2016).

Bell, S.J. and Boudreau, D.J. "Mapping the Vulnerability of Critical Infrastructure and Facilities." Proceedings of the ASCE COPRI National Conference, Boston (2015).



Samuel J. Bell, CFM

Senior Resiliency Planner/Disaster Recovery Manager

5) Grant Close-out and Audit; 6) HUD Community Development Block Grant Disaster Recovery (CDBG-DR) Support Services.

Project Manager, Public Assistance COVID-19 Disaster Recovery, Cumberland, Rhode Island. (2020) GZA is assisting the City of Cranston with disaster recovery services resulting from the COVID-19 pandemic. Mr. Bell is one of the lead representatives authorized by Cranston to act on the City's behalf with the RIEMA and FEMA in matters related to post disaster recovery. The services include: 1) managing the City's FEMA Public Assistance Grants regarding COVID-19; 2) recovering emergency protection administrative costs to the greatest extent under Section 324 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act; 3) coordinating with state and federal agencies on the City's behalf in support of overall disaster recovery efforts; and 4) evaluating additional potential grant opportunities outside of FEMA PA for the City.

Project Manager, Western Gateway Climate Vulnerability Assessment and Adaptation Strategies, Glen Cove, New York. (2019-2020) GZA is assisting the City of Glen in developing the Western Gateway Climate Vulnerability Assessment and Adaptation Strategies Plan. The Plan will include: 1) a vulnerability assessment to the project area to climate change hazards including flooding from sea-level-rise and increased precipitation intensity and higher average temperatures; 2) public outreach to solicit input from stakeholders, residents and concerned citizens during plan development; and 3) development of adaptation strategies and measures to address climate change hazards and to reduce greenhouse gas emissions.

Project Manager, Flood Vulnerability Assessment and Flood Mitigation Recommendations, City of Boston (City Hall), Massachusetts. (2018-2019) The City of Boston engaged GZA to work with the Facilities Department and property insurer to 1) conduct a flood vulnerability assessment; and 2) prepare flood mitigation recommendations for making City Hall more flood resilient. The purpose of the project is to reduce the risks that flooding at the site would result in property damage and/or business continuity loss. GZA assessed the facility, two below grade parking garages, and identified critical entry points which might be subject to flooding. GZA conducted a limited survey to verify elevations and compared them to flood elevations for the 1 percent and the 0.2 percent annual exceedance probability floods.

Prior Experience

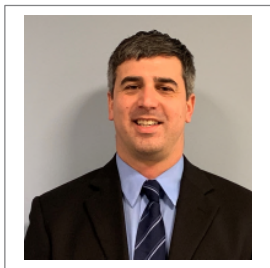
Mitigation Section Chief, FEMA Disaster Recovery Support, Boston, Massachusetts. (2008-2010) Mr. Bell led teams of hazard mitigation planners, grants managers and NFIP specialists at multiple Joint Field Offices (JFO). Mr. Bell led these teams in providing federal disaster recovery assistance to States throughout the Northeast. Mr. Bell assisted states and communities in developing mitigation strategies designed to reduce the impacts from future natural hazards that best meet the needs of each agency and community.

Flood Mitigation and HMA Program Manager, FEMA Region 1 – Boston, Massachusetts. (2007-2010) Mr. Bell provided technical assistance (TA) in New England and directly to MEMA and DCR for making communities more disaster resilient through HMA and NFIP programs. He conducted these efforts through community education and outreach and State risk reduction priorities in collaboration with local governments and regional planning commissions. This TA included guidance on meeting application requirements including BCA,

Senior Instructor, FEMA Benefit Cost Analysis (BCA) and Unified Hazard Mitigation Assistance (HMA) Class Instruction. (2011-2014) Under numerous Hazard Mitigation Technical Assistance Program (HMTAP) task orders, Mr. Bell delivered trainings to FEMA staff, State, tribal and local mitigation officials on best practices for developing and managing HMA mitigation planning and project grants.

National Technical Review (NTR) Team Member, FEMA's Grants Implementation (GM) Branch – Washington, DC. (2008, 2010-2011) Mr. Bell was a part of a panel of experts that analyzed over \$750 million in hazard mitigation grants. applications for cost-effectiveness and engineering feasibility. These reviews included the evaluation of complex flood reduction projects focused on protecting critical facilities in coastal and riverine areas throughout the country.

Team Leader, FEMA Hazard Mitigation Assistance (HMA) Grant Programs Requirements Verification and Validation. (2011-2012) Under a task order assignment with FEMA, Mr. Bell had direct oversight of the team that verified and validated all FEMA Hazard Mitigation Assistance (HMA) Grant Programs Compliance Requirements. Mr. Bell assisted FEMA HQ in the facilitation of workshops with 9 FEMA regional offices that elicited feedback from 50(+) FEMA staff from throughout the United States.



Matthew T. Taverna, P.E.

Senior Project Manager

Summary of Experience

Mr. Taverna has over 16 years of experience in coastal, geotechnical, and structural engineering applications for waterfront structures. Mr. Taverna maintains thorough knowledge in the design for municipal, industrial, commercial, and residential marine facilities. His professional career includes performing structural analysis on various marine applications, regulatory permitting, cost estimating, surveying and site planning for various waterfront uses, preparation of construction contract documents, material specifications, and construction administration.

As an Engineer, Mr. Taverna has inspected and performed structural analysis assessments on timber, concrete and steel elements. He has designed and prepared construction documents for timber, concrete and steel bulkheads including tie-back systems. He has obtained federal, state, and local permits for shoreline stabilization, marina improvements, dredge operation and various municipal, commercial, and residential projects. Mr. Taverna has performed above and below water inspections and prepared condition assessment reports that included estimated construction costs for repairs.

Relevant Project Experience

Bulkhead Analysis, Gowanus Canal, New York. Reviewed design calculations and drawings for approx. 1,500-foot-long pipe pile bulkhead supporting approximately 40 feet of organic material. Design review included analyzing liquefaction of soil material during seismic event. Provided various options to reduce liquefaction of soil material, reviewed cost estimates for various methods of installation and provided options for reducing the depth of the sheet pile bulkhead material to reduce cost of the project.

Private Marina Assessment, Port Jefferson, New York. Prepared and managed design team for site assessment of an existing 900-foot-long timber pier, supported by 180 timber piles, a 900-foot-long timber wave screen, supported by 120 timber piles and 2,000-linear feet of floating docks supported by 100 timber piles. Review of structures included an ASCE Level II diving inspection. Prepared site condition assessment report which discussed existing site conditions, damage to structures, repairs to structures and estimated cost to repair structures.

Shoreline Protection, Queens, New York. Permitted, designed, prepared construction drawings, specifications, and construction cost estimate for a 2,000-foot-long stone revetment structure at Ralph Demarco Park in Queens, NY. The structure was damaged during Hurricane Sandy and the structure was required to stay within same footprint. The revetment structure design was modified to allow for the existing trees to remain undisturbed during construction.

Residential Dwelling, Westport, Connecticut. Provided wave analysis for concrete piers and grades beams supporting a residential dwelling. The results of the wave analysis were used to develop design environmental loads associated with extreme (current 100-year recurrence interval) water levels and waves.

Public Harbor Walk, Salem, Massachusetts. Prepared site inspection team, prepared federal, state, and local permit applications, presented at local hearing, prepared

Education

Coastal Engineering Certificate, 2019,
Old Dominion University
M.S., 2015, Structural Engineering
University of Connecticut
B.S., 2005, Structural/Civil Engineering,
Lafayette College

Licenses & Registrations

Professional Engineer – Connecticut,
#0028433
Professional Engineer – New York,
#102757

Areas of Specialization

- Coastal Engineering
- Structural Engineering
- Geotechnical Engineering
- Construction Management
- Above and Below Water Inspections
- Waterfront Permitting
- Marina Design

Certifications/Training

- SSI Scuba Certification
- Transportation Worker Identification Credential

Affiliations/Memberships

- American Council of Engineering
- American Institute of Steel Construction
- Structure Engineering Institute



Matthew T. Taverna, P.E.

Senior Project Manager

geotechnical and structural analysis calculations and monitored construction activities for a 1,000-foot-long concrete walkway supported by a steel sheetpile bulkhead and timber piles.

Relevant Project Experience Prior to GZA

Commercial Pier, New Haven, Connecticut. Prepared and managed design team for initial site inspection and geotechnical soil observation, prepared construction cost estimate, prepared federal and state permit applications, performed structural analysis on proposed structure, prepared construction drawings, prepared construction administrative proposal and monitored the construction phase for the ACEC nationally awarded Nathan Hale Pier Reconstruction Project. The structure is a 7,000 s.f., ADA compliant, fishing pier, supported by 133 timber piles and designed to resist the FEMA 100-year storm. The project was completed on time and within client's budget.

Municipal Marina Improvements, Fairfield, Connecticut. Prepared and managed design team for initial site inspection of approx. 500,000 sf marina with approx. 3,500 linear feet of dock and 10 timber piers. Prepared condition assessment report with a multitude of various reconfigure options, that included drawings and estimated construction costs. Presented options and costs at multiple public meeting.

Municipal Boat Ramp, Greenwich, Connecticut. Prepared and managed design team for initial site inspection of the existing deteriorated asphalt boat ramp, prepared federal, state, and local permit applications, prepared construction documents, which included construction drawings, specifications and bid documents, reviewed construction activities which included reviewing submittals, invoices, presenting at weekly construction meetings and monitored construction for a 4,000 s.f. concrete boat ramp. The project was completed within the allocated time to allow for opening prior to boating season.

Residential Pier, Greenwich, Connecticut. Prepared design team for initial site inspection, managed, reviewed, and submitted federal, state, and local permit applications, liaison between owner, architect and design team, prepared construction contract, reviewed construction, made on-site modifications to design resulting from various soil conditions. Modifications kept project within budget and project finished within allocated time.

Stone Seawall and Patio, Yacht Club, Greenwich, Connecticut. Managed design team for initial site inspection, prepared and reviewed federal and state permit application, prepared and reviewed design calculation for FEMA compliant 400' long stone seawall protecting a new 2,500 s.f. concrete/paver patio. Liaison between yacht club representative, architect, design team and contractors. Mentored junior engineers in construction administrative services such as concrete testing, payment applications and submittal review.

GZA GEOENVIRONMENTAL TECHNOLOGIES, INC. AND SUBSIDIARIES

Audited Consolidated Financial Statements

February 25, 2022 and February 26, 2021

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NOTIFICATION TO THIRD PARTY USERS OF THIS REPORT

This report was prepared subject to the terms and conditions set forth in an engagement letter. By relying upon this report, all users shall be deemed to agree to the terms and conditions of that engagement letter. Users intending to rely upon this report should contact the issuer to obtain a copy of its applicable terms and conditions. This report is intended for the exclusive use of the clients of the issuer and others to whom the issuer has expressly granted consent.

GZA GEOENVIRONMENTAL TECHNOLOGIES, INC. AND SUBSIDIARIES

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors and Stockholders
GZA GeoEnvironmental Technologies, Inc. and Subsidiaries

Opinion

We have audited the accompanying consolidated financial statements of **GZA GeoEnvironmental Technologies, Inc. and Subsidiaries** (a Delaware corporation), which comprise the consolidated balance sheets as of February 25, 2022 and February 26, 2021 and the related consolidated statements of income, stockholders' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of **GZA GeoEnvironmental Technologies, Inc. and Subsidiaries** as of February 25, 2022 and February 26, 2021, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of **GZA GeoEnvironmental Technologies, Inc. and Subsidiaries** and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about **GZA GeoEnvironmental Technologies, Inc. and Subsidiaries'** ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of **GZA GeoEnvironmental Technologies, Inc. and Subsidiaries'** internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about **GZA GeoEnvironmental Technologies, Inc. and Subsidiaries'** ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

GRAY, GRAY & GRAY, LLP

Gray, Gray & Gray, LLP

Canton, MA
May 19, 2022



Corporate Experience

Founded in 1964 as Goldberg-Zoino & Associates, Inc., a soils and foundations specialty consultant, GZA GeoEnvironmental, Inc. (GZA) has grown into a multidisciplinary consulting firm offering services in the fields of marine and waterfront, structural, geotechnical, civil and environmental engineering, hazardous waste assessment and remediation, water and wastewater engineering, and construction related services. GZA employs approximately 680 engineers, scientists, and technical support staff in 30 offices located throughout New England, the Great Lakes, and Mid-Atlantic states.

Although GZA maintains a strong service base and expertise in our original specialty of geotechnical engineering, our engineering capacity has broadened over the years to include general civil engineering services with an emphasis in waterfront/marine engineering, structural engineering, environmental, hydraulics/hydrology, site civil applications, and natural hazard management and climate adaptation. GZA has over 35 qualified engineers with relevant experience in waterfront/marine engineering.

Through integration of our waterfront/marine, structural, geotechnical, environmental, and civil engineering expertise, GZA has historically been able to offer both a broad range of technical expertise and cost-effective and technically appropriate solutions to problems. We have taken the additional step to tailor our integrated services around the client-specific needs of various client groups such as those within the public sector (government agencies), private industry, and contractors. This approach allows us to provide the technical expertise, innovation, sensitivity to client needs, and responsiveness to the unique engineering, permitting and construction issues associated with each client group.

Since 1982, GZA has been involved in inspections, evaluations, design for repairs and new facilities, permitting, and construction of over 1,800 marine/waterfront projects throughout the United States. Our projects have ranged from small redevelopment projects to very large marine and waterfront facilities (e.g., Bath Iron Works).

Proactive communication is our company commitment. We plan and perform our work better through taking complete responsibility for understanding your goals, needs, and project constraints. We develop a project-specific communications plan to meet your need for face-to-face, phone, email and written communications about your project's progress. You are kept up to date on work status, often before you think to ask. You are advised and consulted on your most important project and risk options before work begins. We take a forward thinking "ownership" perspective on your project's critical success factors in partnering with you as a trusted advisor on your team.

With a staff of interrelated professionals dedicated to providing high-level expertise on complex projects above, below and at ground-level, GZA's experts provide seamless integration across practice areas, client type, and location. As an employee-owned, private company, GZA's staff is motivated to propel the firm forward, seeking integrated, complex, and interesting projects that underscore a commitment to client satisfaction, environmental stewardship and best practices in science, engineering and construction. Because GZA experts are trained across disciplines, clients benefit from the knowledge and experience of our staff, and resources are in-house and available for every project. With the ability to manage unpredictability, remain nimble, and mobilize quickly, GZA responds to client inquiries with urgency, sensitivity, knowledge, and value, while remaining mindful of project costs and schedule.

Excelling as a multi-disciplinary, multi-office firm of proactive, bright, and dedicated people, we provide value to our clients and our profession.

As an example of the types of projects that GZA has completed in the recent past that are relevant to scope of work presented within the RFP, we have included several project descriptions in **Appendix D** for your information and review. GZA has recently completed cost estimate tasks for a number of municipal living shoreline resiliency project in Stratford, New Haven, and Mystic, Connecticut.

Subcontracting/Assignments

At this time, GZA is proposing to complete all the marine, structural and civil engineering work identified in the RFP. As the project progresses, should the need for additional information (land surveying, borings, etc.) arise, GZA will contract for these services with the appropriate firms and with the written consent of the Town of Fairfield.





Appendix B

Scope of Work and Cost Estimate



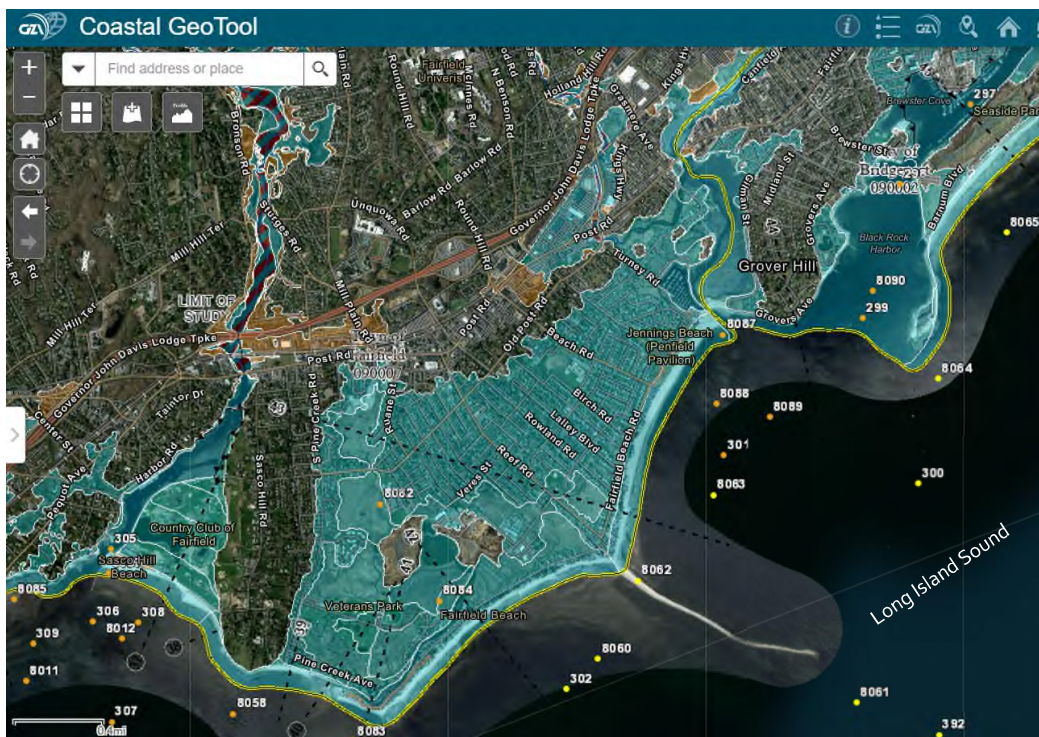


SCOPE OF SERVICES

The Scope of Services presented herein is in response to the Request for Proposal (RFP) issued on May 25, 2022 by the Town of Fairfield (RFP #2022-200). The RFP calls for a Benefit Cost Analysis (BCA) for Climate Resiliency for three selected critical coastal protection projects.

Background

Based on the RFP document (#2022-200), GZA understands that the Town of Fairfield developed a town wide Flood and Erosion Master Plan in 2015, which later evolved into the 2019 MetroCOG Hazard Mitigation Plan. The portion of the Town of Fairfield south of the Interstate 95 (I-95) corridor was originally marshy land that has been largely filled in and developed over time. The Town owns approximately a 5-mile-long coastline (excluding estuarine waterfront along Ash Creek). Due to its coastal location directly facing the Long Island Sound, the Town is vulnerable to coastal flooding due to storm surge induced by intense tropical and extratropical storms.



Fairfield CT Coastal Area (GZA Coastal GeoTool - USACE NACCS Save Points and FEMA National Flood

Per the Town's record, approximately 3,000 structures are mapped within the Town's flood plain, including many Town buildings and historical sites, 5 churches and 3 schools, as well as roughly 15% of the town's residential housing. In 2019, the U.S. Army Corp of Engineers (USACE) conducted a study that resulted in a multi section plan to protect the Fairfield shoreline. USACE assessed that hundreds of millions of dollars in total estimated damages and potential loss of life were at risk (referencing the 1938 – unnamed hurricane, 1954 - Hurricane Carol, and 1955 - Hurricane Diane) based on a 1%





Appendix B. Estimating/Cost Management

Annual Exceedance Probability (AEP) flood. The USACE's plan intends to protect most of the Town's infrastructure and residences from such flooding and has a projected cost of \$546 million. While it had a benefit-cost ratio (BCR) of 1.7, it does not meet the benefit cost thresholds to be approved for federal funding. The estimated cost was considered too high for the Town to proceed on its own. The Town has assessed the USACE plan and identified "critical" sections that, if implemented, have the potential to mitigate the majority of the damages and impact from major storm events. The Town is hoping to investigate lower cost alternatives to produce more competitive BCRs and then would be able to propose to move those projects forward.

GZA understands that the Town is interested in applying for individual grants for each of these sections as grant funding becomes available. The Town plans to update the USACE costs (USACE had provided "Project Costs" in 2019 dollars) and to perform a BCA for these critical sections individually, under the scope of this proposal. The request for this CIRCA grant would cover updated costs and a BCA for two to three of the sections.

Based on the RFP document, we understand that the top three priorities are:

- 1) First priority – update the USACE costs to provide for 2 "T- wall" sections of the plan from Jennings Beach, past the marina section and to create a 7 ft "T-wall" section that will tie into Ash Creek Open Space. More cost-effective mitigation measures such as earthen berms/dikes and tidegate(s) instead of pump stations will need to be considered.
- 2) Second Priority – update the USACE costs for the Salt Meadow Road "T-wall" run. Cost saving and effective alternatives would also be investigated. The BCA for this section will be able to support the Town to move towards a grant-ready project for more detailed design and eventual construction.
- 3) Third Priority – prepare preliminary BCA for a combined self-regulating tidegates, culvert and sewer siphon project (based on the Town's completed final design plans).

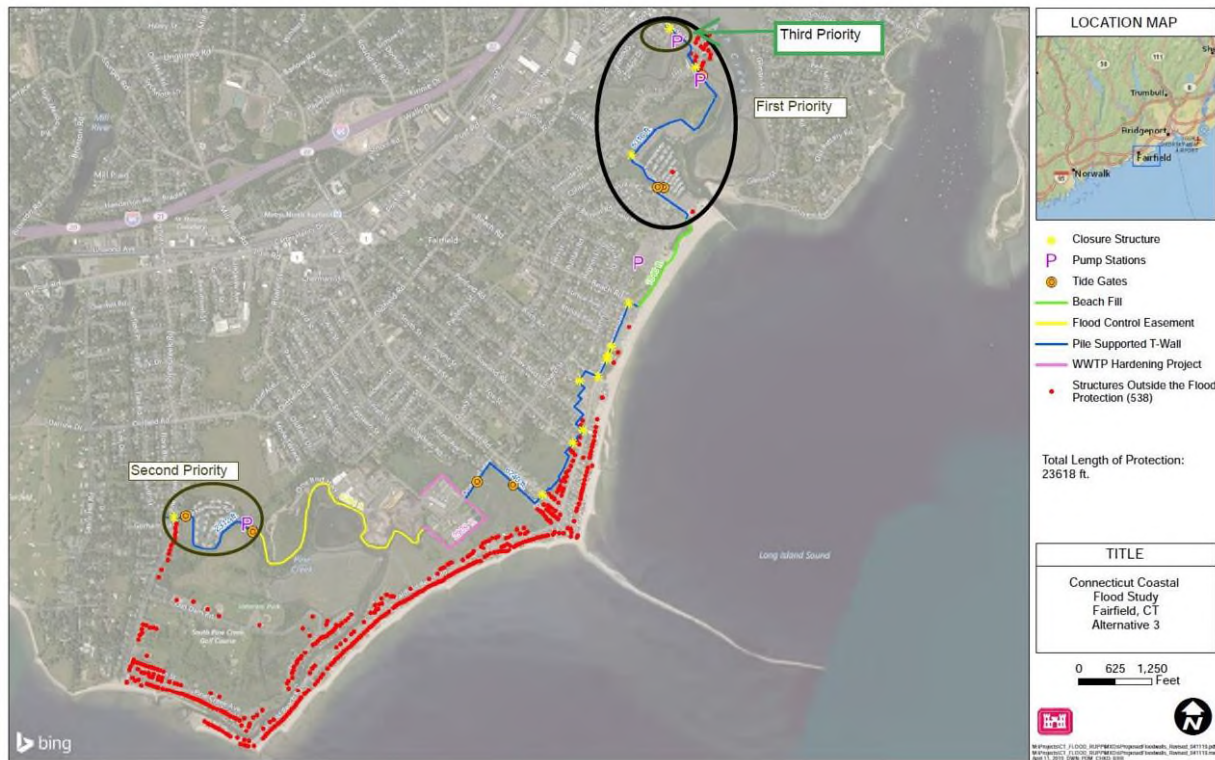
GZA understands that developing a BCA for each of the individual projects (or sections) could allow the Town to better determine if the project meets various grant criteria such as environmental benefits.

GZA assumes that the Town will share the USACE drawings and detailed cost breakdowns (including contingencies) from the 2019 study for each type of the T-walls in the plan. The Town of Fairfield will also provide its assessor database for the BCA, where applicable.





Appendix B. Estimating/Cost Management



Project Location Map (source: RFP #2022-200)

GZA has assembled a multidisciplinary team from our Norwood (headquarters) and Trumbull offices. We firmly believe that personnel from these offices will provide the Town of Fairfield with the expertise that is required for this Project. GZA is prepared to offer the following services that are described below:

Task 1 – Kickoff Meeting and Site Reconnaissance

GZA will attend a kickoff meeting virtually (e.g., via Zoom or Teams) or onsite with the Town to confirm project objectives and discuss existing issues. We assume that the Town will provide existing information including existing study reports, documents, data, and results to GZA for review and use.

GZA will also perform a site reconnaissance visit to the three identified sites. We assume the visit to the three sites will be completed in a single day. Photographs will be taken to document GZA's visual observations. Basic dimensions of existing structures/features relevant to this project will be recorded/documented.

Task 2 – Review and Updated USACE Cost Estimates

GZA will perform a detailed review of existing information, including project goals, design concepts, design flood water elevations, and sea level rise scenarios. We will use the USACE cost estimates from 2019 and update the estimated values based on more updated data sources from the Town and recent GZA project experiences. GZA understands that the costs will be estimated assuming construction in 2025.





Appendix B. Estimating/Cost Management

GZA will meet with the Town to review GZA’s preliminary finding/results at the end of this task.

Task 3 – Benefit-Cost Analysis

Upon reviewing the preliminary cost estimates from Task 2, GZA will proceed to the actual BCA task. The BCA will include various benefits including avoided/prevented losses (to structures/property/contents, etc.) and additional benefits (such as social and environmental benefits). We understand that additional alternatives will need to be considered for more cost-effective flood protection and mitigation measures besides those analyzed by the USACE in 2019.

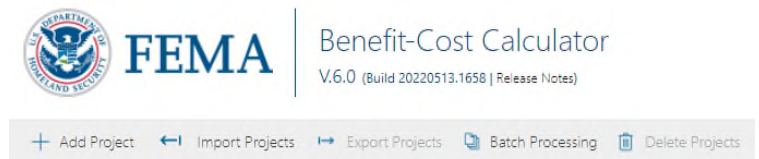
In general, GZA proposes to follow the standard FEMA BCA framework, in conjunction with USACE cost-effectiveness analysis manuals. For this project, GZA proposes to incorporate a recent memorandum titled “Framework for Benefit Cost Analysis (BCA) Approach” prepared under contract to CIRCA for Resilient Connecticut Phase II Consulting Services in August 2021 authored by Dewberry. This memorandum provides benefits that are often not easily quantifiable in the FEMA flood-hazard mitigation projects, such as aesthetic value provided by green space, recreation/tourism values, as well as climate regulation benefits provided by various habitat types.

The overall level of detail for this BCA is assumed to be consistent with the 2019 USACE study.

Task 3a: Loss Quantification

GZA will use the applicable hazards to assess avoided losses with the new resilience improvement design. Types of loss will likely include: direct physical damages to buildings/structures and building contents; direct physical damages to park ground and facilities; business interruption; interruption to public facility/recreational use; and interruption to public transportation.

FEMA BCA Calculator - <https://bcaofficeaddin-prod.azurewebsites.net/projects>



Microsoft Excel Plug-in – FEMA BCA Toolkit

Avoided losses will be calculated based on reductions in losses due to proposed improvements such as the elevated waterfront. GZA proposes to use data and/or results from the FEMA HAZUS-MH software, FEMA BCA Toolkit, and/or GZA in-house BCA toolkit (which uses the same input fragility curves developed by FEMA and USACE in HAZUS) and applicable BCA guidance developed by FEMA and USACE. Limited sensitivity analysis will be incorporated to evaluate effects of certain input parameters and/or assumptions.

Task 3b: Qualitative or Semi-Quantitative Benefit Estimation

GZA will qualitatively assess additional value/benefit generated by the new proposed improvements such as environmental, aesthetic, and social benefits. Additional worksheets will be developed to estimate/quantify social and environmental benefits based on the CIRCA Resilient Connecticut memorandum. Benefits of the project will be derived from existing information available from FEMA, USACE, and the Town of Fairfield.





Task 3c: Estimate Benefit Cost Ratios

Overall benefit-cost ratios (BCR) will be calculated and categorized for the proposed design scenarios. GZA assumes that two different discount rates will be used for this analysis (e.g., three percent, seven percent), which will be confirmed by or provided by the Town to GZA as input. The BCR calculation will be performed using 2025 values as requested by the RFP.

Task 4 – BCA Summary Report

GZA will summarize our BCA analysis results in a technical report. The report will document GZA’s BCA methodology, input information, assumptions, data sources, alternative analysis, and BCA results. Calculation sheets and data files (including additional plans or sketches) will be appended to the report.

Task 5 – Meetings

We have included up to two (2), 1-hour duration, in-person or virtual project meetings in the budget to be attended by up to two GZA representatives. No public outreach meetings are included under the current scope.

PROGRAM PRICING

This lump sum fixed-price fee is based on the anticipated scope of work outlined above, which represents our judgment as to the level of effort required, summarized in the table below.

TASK	BUDGET
Task 1 – Kickoff Meeting and Site Reconnaissance	\$2,900
Task 2 – Review and Update USACE Estimates	\$5,200
Task 3 – Benefit-Cost Analysis	\$17,700
Task 4 – Technical Report	\$2,800
Task 5 – Meetings	\$1,300
TOTAL	\$29,900

You will be notified of any conditions requiring an increase in budget if such conditions become evident. Additional work beyond the above-described scope will be completed only with written and approved change orders and will billed on either a lump sum or a time and expense basis in accordance with the Schedule of Fees that will be submitted to the Town of Fairfield at a future date.





Appendix C

Estimated Tentative Schedule





Please note that the schedule was estimated based on the following assumptions / information:

- The RFP was realized on May 25, 2022 and due June 9, 2022. There appears to be a delay by approximately 2 months in the RFP process.
- According to the workplan contained in the RFP document (RFP #2022-200, page 5), the NTP was scheduled to be provided on May 1, 2022. GZA assumed an early NTP of July 1, 2022 for the estimated schedule in Appendix C, if awarded with this project.
- GZA assumed that the project timeline will remain approximately consistent with the original workplan. As a result, the final project deliverable was estimated to be around December 23, 2022.

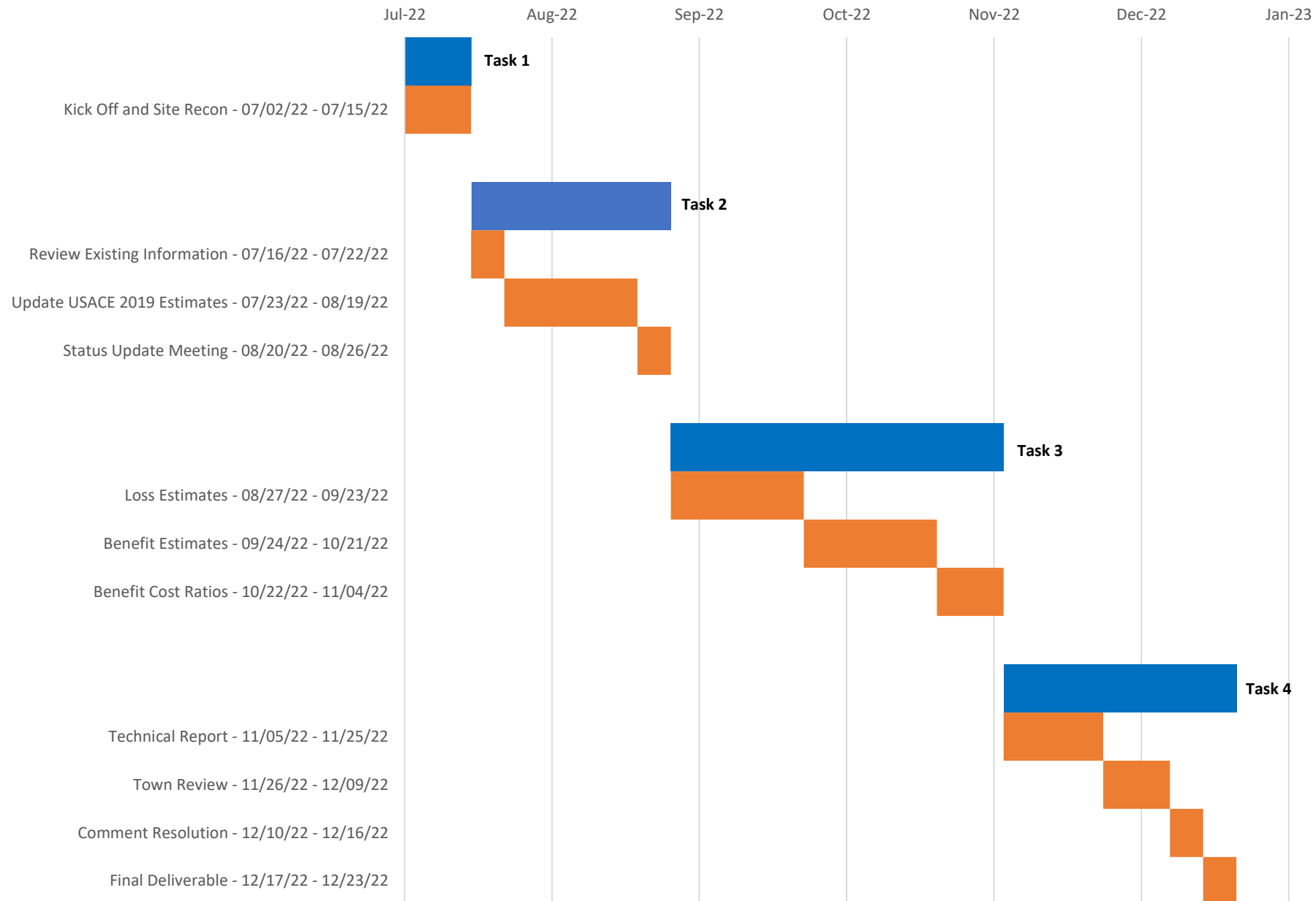
GZA will work with the Town for interim project meetings / deliverables when needed.





June 8, 2022

Benefit Cost Analysis for Climate Resiliency, Fairfield, CT Estimated Tentative Schedule





Appendix D

Related Experience and References





Appendix D. Related Experience

Related Experience

The Town of Fairfield is seeking a consulting firm to provide professional services for a Benefit-Cost Analysis (BCA) for Climate Resiliency. GZA can provide the Town with the required engineering services, and we firmly believe that our experience with coastal resilience projects and FEMA BCA framework will produce valuable information to help the Town identify applicable grant opportunities. We believe the BCA results will be able to support the Town with grant applications in the future. GZA was founded on an adherence to high standards of professional and ethical conduct. We have achieved an enviable reputation among our clients, peers, and public agencies because of the quality of our work and our unbending honesty and integrity.

A list of recent GZA coastal resilience projects is identified below with references. More detailed description of each project is attached.

Project and Location	Reference	Phone	Email
Long Wharf Flood Protection and Living Shoreline Design New Haven, CT	Dawn Henning, P.E.	203.946.8101	DHenning@newhavenct.org
Hepburn Dune Living Shoreline Old Saybrook, CT	Cori M. Rose US Army Corps of Engineers	978.318.8306	Cori.M.Rose@usace.army.mil
Stratford Community Coastal Resilience Stratford, CT	John Casey, P.E.	203.385.4013	jcasey@townofstratford.com
Old Saybrook Community Coastal Resilience Old Saybrook, CT	Christina Costa	860.395.3131	chris.costsa@oldsaybrookCT.gov
Mason's Island Shoreline Restoration Mystic, CT	Kristin Foster	n/a	kdnfoster24@gmail.com

Currently, GZA does not have any active projects with the Town of Fairfield.



Long Wharf Flood Protection Study

New Haven, CT



A view of the northern shoreline of the District, photographed from Long Wharf Pier

GZA implemented a flood protection study in the Long Wharf District of New Haven. The district consists of two distinct areas in their character and use: the waterfront shoreline and the industrial district. The goal of the study was to identify strategies relevant to the character of the neighborhoods and areas to reduce coastal flooding in the district. This study was also used as a road map for the City in creating social, economic, and ecological resilience in relation to future sea level rise impacts, storm surge, and erosion. GZA's project team included Utile, Biohabitats, and Cambridge Systematics.

The Project scope included:

- Review of Existing Programs, Plans and Capabilities
- Regional Framework for Coastal Resilience
- Data Collection (Assets/Vulnerabilities Inventory and Mapping)
- Vulnerability and Risk Assessment
- Review of Adaptation Options
- Selection of Sandy-Impacted Neighborhoods for Neighborhood Plans
- Preparation of Coastal Resilience Plan Document
- Implementation Plan and Process
- Stakeholder and Public Outreach
- Cost/Benefit Analysis
- Feasibility Analysis of Flood Mitigation Strategies
- Conceptual Designs

Project Highlights

- Vulnerability and Risk Assessment
- Adaptation Options Analysis
- Stakeholder Identification and Engagement
- Public Information Meetings
- Sandy-Impacted Neighborhoods
- Living Shoreline Plan
- Public Infrastructure Plan
- Implementation Plan and Process
- Conceptual Designs



*Long Wharf Nature Preserve – City of New Haven
2016*

Hepburn Dune Living Shoreline Project

Borough of Fenwick, Old Saybrook, CT



A view of the existing Hepburn dune, barrier spit beach and tidal marsh, Fenwick, CT. The dune is almost completely eroded, and the remaining beach is narrow.

Challenges:

Beach and dune erosion have been an on-going issue along the approximately 450 linear foot barrier spit that makes up the Hepburn Dune section of the Old Saybrook shoreline. The Borough of Fenwick has expended significant effort and cost to stabilize the shoreline during the last 10 to 15 years; however, erosion continues and there is concern that future storm events may cause a breach of the barrier spit. A breach would have negative consequences for both improved property in the area and the recently restored tidal marsh and creek located upland of the barrier spit.

Solutions:

GZA proposed use of a Living Shoreline approach to mitigate on-going erosion and reduce the potential for a breach of the barrier spit. Several alternatives were developed and evaluated relative to system performance, likelihood of permit acceptance and cost. GZA evaluated the performance of the Living Shoreline under prevailing wind, tide and wave conditions (to establish requirements for new wetlands survivability) and under storm conditions (storm surge and waves) representing different recurrence intervals. The recommended alternative utilizes: 1) a nearshore wetland sill to attenuate prevailing wave heights; 2) new fill and tidal wetlands between the sill and the beach; 3) reshaping of cobble beach; and 4) dune restoration with a quarrystone-reinforced, planted dune (above the Coastal Jurisdiction Line).

Benefits:

A Living Shoreline will provide the benefit of a nature-based approach to shoreline stabilization, consistent with the existing barrier spit and marsh setting and with minimal habitat impact. This approach will also address the erosive effects of existing, historical coastal structures located near the site. GZA assisted the Borough with an application for a CIRCA grant which was awarded. The project will be used as a demonstration project with long term performance monitoring. GZA will be working with CIRCA and the University of Connecticut to establish empirical Living Shoreline performance criteria applicable to Long Island Sound. The project was also recently presented by CIRCA as part of a Living Shoreline permit workshop.

Project Highlights

- CIRCA Grant Application and Award
- Living Shoreline proposed for stabilization of barrier spit
- State demonstration project
- Historical shoreline change assessment
- Metocean data analysis
- Numerical wave modeling
- Numerical cross-shore sediment transport modeling
- Living Shoreline Design and Permitting



Community Coastal Resilience Plan, Engineering and Design, Permitting and Grant Support

Stratford, CT

Project Highlights

- Vulnerability and risk assessment
- Adaptation options analysis
- Public information meetings and charrettes
- Sandy-impacted neighborhoods
- Public infrastructure plan
- Implementation plan and process
- Wastewater resilience conceptual design
- Successful grant application support for flood improvements at the Wastewater Pollution Control Facility (WPCF)
- 30% engineering and design for flood improvements at the WPCF
- Preliminary permitting for flood improvements at the WPCF



Overview of coastal resilience projects along the Housatonic and inland for the Town of Stratford

GZA developed a Community Coastal Resilience Plan for the Town of Stratford. The Plan provides a road map for creating social, economic, and ecological resilience in relation to future sea level rise impacts, including anticipated increases in the frequency and severity of storm surge, coastal flooding, and erosion. GZA developed the plan in coordination with the South Central Regional Council of Governments (SCRCOG) and the Greater Bridgeport Regional Council (GBRC) Regional Framework for Resiliency to limit redundancies, but more importantly to make the entire region more resilient by working with neighboring and nearby communities. GZA's project team included The Cecil Group (now Harriman) and Jamie Caplan Consulting, LLC.

Vulnerability and Risk Assessment

GZA performed a HAZUS-MH Level 2/3 Hazard Vulnerability Risk to identify asset impacts associated with multiple time horizons, sea level rise scenarios and flood risk levels (e.g., 100-year and 500-year recurrence interval floods). GZA conducted the assessment using site-specific flood hazard data developed by GZA's computer storm surge and wave models. In addition to critical infrastructure, natural resources and other key assets, the vulnerability assessment focused on low- and moderate-income neighborhoods to evaluate the impacts to these neighborhoods associated with climate change and to ensure that these neighborhoods are represented in Town planning. We used the results of the hazard assessment to: 1) identify key resiliency projects; 2) understand future costs and needs; and 3) support implementation of coastal resiliency measures.

Project Identification and Concept Design

GZA, working with the Town, identified and conceptualized approximately 25 projects that, when implemented, provide near 100% Town flood protection. The projects were evaluated and prioritized based on their feasibility, benefit-cost ratios, fundability, and permit-ability. Several of these projects are underway and GZA continues to work with the Town on project funding and implementation.



*Wastewater Treatment Facility
Town of Stratford 2014*

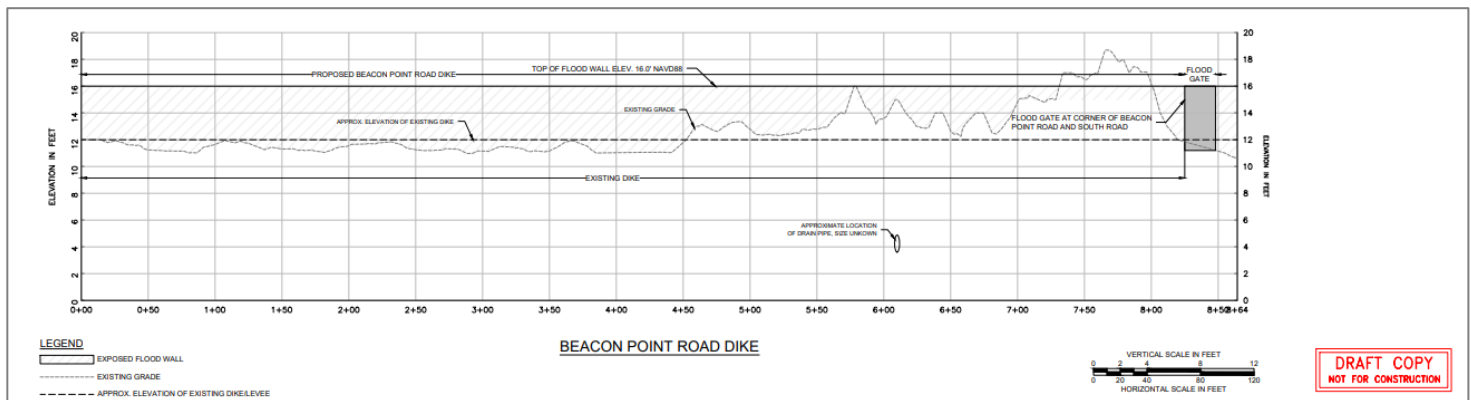


Short Beach



Community Coastal Resilience Plan, Engineering and Design, Permitting and Grant Support Stratford, CT

Below: Proposed Dike and Levee Profile on Beacon Point Road at the WPCF in Stratford



Project Engineering and Design & Permitting

The plan identified approximately 25 physical projects. Several of the planned projects have advanced to funding and design. GZA performed a supplemental loss analysis for a proposed bridge project and established the new bridge deck elevations, which turned the bridge (and associated tide gate and pump station) into a flood control structure. This also resulted in additional construction funding. GZA assisted the Town with negotiated development agreements for a large coastal parcel (which, when redeveloped will serve as part of the Town's flood mitigation system). GZA recently completed 30% design of the Water Pollution Control Facility flood control enhancements. GZA provided construction cost estimates for funding application and developed conceptual plans for pre-permitting reviews.

Stratford Water Pollution Control Facility (WPCF) Flood Protection Enhancement Project

GZA is currently helping the WPCF prepare preliminary permitting materials for review by the Connecticut Department of Energy and Environmental Protection (DEEP) to determine whether the proposed project can be successfully permitted prior to receiving FEMA grant funding. The required permitting elements include a wetland delineation survey, 30% design plan set, engineering documentation, Flood Management Certificate, Flood Contingency Plan and Coastal Consistency Review. GZA wetland scientists performed a wetland delineation survey to map the existing wetland types and boundaries, to minimize and control potential impact due to the proposed construction activities, per permitting requirements. GZA is preparing a 30% design plan including flood control improvements and stormwater management. The 30% design includes establishing the design flood control elevation in accordance with TR-16 and state regulations and statutes.

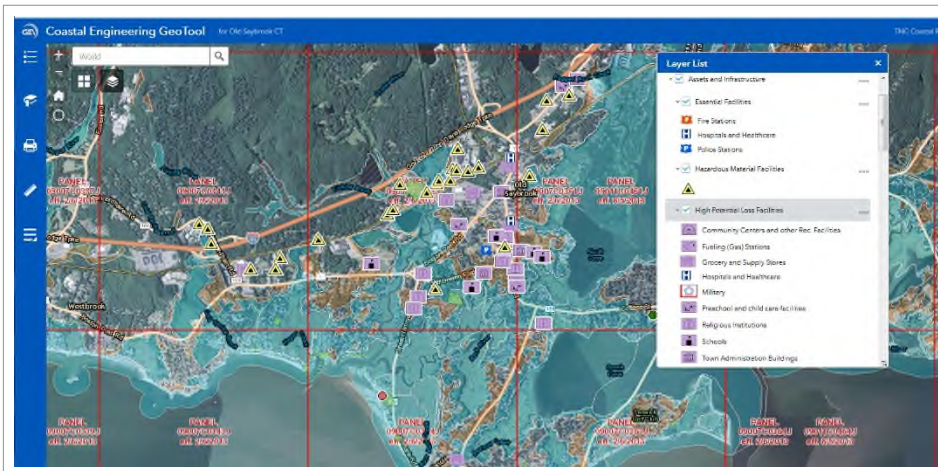
Public Outreach

Public outreach was conducted in close collaboration with the efforts of the Project Team, Town staff, and the public. Outreach included a series of three public information meetings and charrettes, as well as updates to Town's website and the StormSmart™ Coasts network. From these experiences we learned that it is vital the public outreach be community driven and led by community members from the start based on a well developed and tested community resilience outreach framework. This was particularly the case for Stratford, which identified numerous at-risk areas with an equal number of potential resilience and protection projects to pursue in the future. The outreach process was critical in obtaining public buy-in and assisted in the prioritization of projects for conceptual design.



PROJECT PROFILE

Town of Old Saybrook Community Coastal Resilience Study & Infrastructure Evaluation



Saybrook Breakwater Lighthouse located in Old Saybrook, Connecticut

GZA is in the process of conducting a Community Coastal Resilience Study and Infrastructure Evaluation for the Town of Old Saybrook, CT. GZA's overall approach is to: 1) use "state-of-the-science" methodologies, including numerical models, for characterizing flood hazards and sea level rise; 2) calibrate our hazard analyses to the results of the US Army Corps of Engineers (USACE) North Atlantic Coast Comprehensive Study (used for federal projects); 3) utilize HAZUS-MH for estimating losses; 4) present resiliency recommendations ranging from physical mitigation projects to changes to Old Saybrook's plans, policies and regulations; 5) identify physical flood mitigation projects including both structures and natural and nature-based features; and 6) use ArcGIS for all information management, including our web-based GIS GZA GeoTool®.

Public Outreach

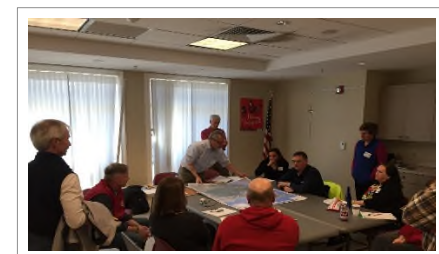
GZA's Community Resiliency outreach for this project centers principally on the integration and use of the Community Resilience Building (CRB) Workshop Process. The CRB Workshop generates a great deal of information from the community on hazards, vulnerability, strengths, and priority actions to improve resiliency in Old Saybrook. Our first workshop at the beginning of the process helped to build greater awareness and support for the process and the ultimate development of the Coastal Resilience Plan for Old Saybrook.

GZA evaluated public participation results, population density and characteristics, critical facilities, and the results of the vulnerability and risk assessment for risk profiles to inform neighborhood selection based on the data points available from the Coastal Resilience Study Document. This evaluation will result in the selection of up to two neighborhoods for recovery and adaptation conceptual design.

GZA is using interactive exercises and dialogue during Neighborhood Outreach to assess community goals regarding necessary tradeoffs, including flood-proofing versus relocation. GZA's team documents input for evaluation of preliminary and final conceptual designs. After the meetings, GZA circulates meeting results memo(s) to the Town and other stakeholders to solicit additional consideration.

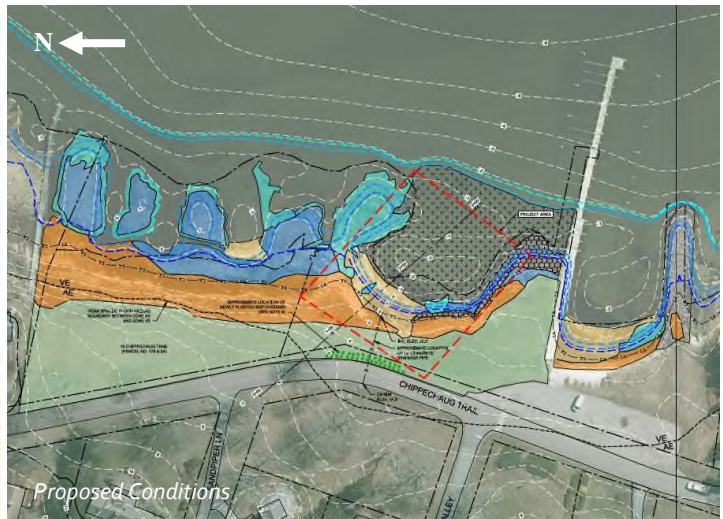
Project Highlights

- Flood Vulnerability and Risk Assessment
- Inundation Mapping Using Innovative Geospatial Management Tools
- Resiliency Adaptation Options Analysis
- Public Involvement Process Meetings and Charrettes
- Implementation Plan and Process
- Sandy-Impacted Neighborhoods Land Use and Development Analysis
- Neighborhood Conceptual Designs
- Living Shoreline Plan
- Physical and Infrastructure Feasibility Study



Mason's Island Fire District- Shoreline Protection Feasibility Study

Stonington, CT



Challenge: The Mason's Island north-south roadway, Chippechaug Trail, is highly vulnerable to coastal flooding and land erosion, jeopardizing use of the road during flood events and threatening permanent roadway damage due to encroachment of land erosion. Shoreline erosion also included loss of existing tidal fringe marsh and adverse impacts to existing habitat and coastal natural resources. The rate of shoreline and marsh erosion and flood frequency are increasing due to climate change and sea level rise. The entire study area is currently within the FEMA 1-percent annual chance flood zone.

Solution: The Mason's Island Fire District (MIFD) and Resiliency Task Force retained GZA to perform a feasibility study and evaluate mitigation alternatives, including characterization of the flood and erosion risk, evaluation of mitigation alternatives and development of a conceptual design for mitigation features. GZA's feasibility study also included a regulatory and permit audit, preliminary construction cost estimate and identification of future grant funding.

Project Highlights

- Characterization of flood and erosion risks
- Mitigation alternatives and approach
- Conceptual design
- Living shoreline and habitat survey
- Site and bathymetric survey
- Metocean data analysis and hydrodynamic modeling
- Regulatory and permit audit
- Cost estimating
- Proactive grant funding assistance



RTK GPS used to determine substrate elevations

GZA's **Design with Nature Studio**, along with our coastal engineering and ecology specialists performed: 1) detailed metocean data and flood analysis; 2) site and bathymetric survey; and 3) existing vegetation and habitat survey. GZA also developed a mitigation approach that included: 1) a Living Shoreline to stabilize the existing marsh and shoreline; 2) new native maritime shrubs to enhance the habitats; and 3) a low-crested landscape berm along the roadway to provide roadway flood protection against floods associated with an approximately 10- to 30-year recurrence interval flood.

Benefit: GZA's feasibility study will provide a roadmap for the next project steps, including preliminary regulatory review, stakeholder outreach and final design. GZA's study will also be used to support future federal and state grant applications. GZA is experienced in Living Shoreline design and GZA's proposed application of a Living Shoreline for this project site will both maintain and enhance essential habitats, and mitigate shoreline erosion.



GZA GeoEnvironmental, Inc.



TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

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Client ("You"): Town of Fairfield, CT

(RFP 2022-200)

Proposal No 01.P287.23

Site: Coastal Fairfield, CT

These Terms and Conditions, together with GZA's Proposal, make up the Agreement between GZA and you, Client, named above.

BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION" AND "LIMITATION OF REMEDIES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND GZA.

1. Services. GZA will perform the services set forth in its Proposal and any amendments or change orders authorized by you. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in GZA's costs will be the subject of a negotiated amendment or change order.

2. Standard of Care. GZA will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. **NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY GZA'S PROPOSAL OR BY ANY OF GZA'S ORAL OR WRITTEN REPORTS.**

3. Payment.

- a. Except as otherwise stated in the Proposal, you will compensate GZA for the services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
- b. Any retainer specified in GZA's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.
- c. GZA will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. GZA may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all services through termination, plus termination costs. You will reimburse GZA's costs of collecting overdue invoices, including reasonable attorneys' fees.

4. Your Responsibilities.

- a. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If you are the owner or operator of the Site, you will provide GZA with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the site and other information that may be pertinent to the services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to GZA. Unless otherwise indicated in writing, GZA will be entitled to rely on documents and information you provide.
- b. If you use the services of a construction contractor at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:
 - (i) to indemnify, defend and hold harmless, to the fullest extent permitted by law, you and GZA, its officers, employees and principals, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;
 - (ii) to name you and GZA as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors; and
 - (iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
- c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly notify GZA and GZA shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.

5. Right of Entry. You grant GZA and its subcontractor(s) permission to enter the site to perform the services. If you do not own the site, you represent and warrant that the owner has granted permission for GZA to enter the site and perform the services; you will provide reasonable verification on request; and you will indemnify GZA for any claims by the site owner related to alleged trespass by GZA or its subcontractors.



6. Reliance. The services, information, and other data furnished by you shall be at your expense, and GZA may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the services provided by GZA is directly related to the accuracy and completeness of the information and data that you furnish to GZA. **GZA's REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO GZA.**

7. GZA Professionals. GZA employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, or Certified Industrial Hygienists, collectively referred to in this section as "GZA Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the services of GZA or other contractor/consultant(s), which audit may require additional services, even though GZA and such GZA Professionals have each performed such services in accordance with the standard of care set forth herein. You agree to compensate GZA for all services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.

8. Hazardous Materials; GZA "Not a Generator". Before any hazardous or contaminated materials are removed from the site, you will sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any waste is taken. GZA will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any hazardous or contaminated materials at or removed from the site. GZA will not have responsibility for or control of the site or of operations or activities at the site other than its own. GZA will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold GZA harmless for any costs or liability incurred by GZA in defense of or in payment for any legal actions in which it is alleged that GZA is the owner, generator, treater, storer or disposer of hazardous waste.

9. Limits on GZA's Responsibility. GZA will not be responsible for the acts or omissions of contractors or others at the site, except for its own subcontractors and employees. GZA will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall GZA's professional activities or the presence of GZA or its employees and subcontractors be construed to imply that GZA has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by GZA of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.

10. Changed Conditions.

- a. You recognize the uncertainties relating to the furnishing of professional services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.
- b. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, GZA will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule.
- c. If no agreement can be reached, GZA will be entitled to terminate its services and to be equitably compensated for the services already performed. GZA will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part or any other causes beyond GZA's reasonable control, and you will compensate GZA for any resulting increase in its costs.

11. Documents and Information. All documents, data, calculations and work papers prepared or furnished by GZA are instruments of service and will remain GZA's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to GZA. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to GZA. Any technology, methodology or technical information learned or developed by GZA will remain its property. Provided GZA is not in default under this Agreement, GZA's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.

12. Electronic Media. In accepting and utilizing any drawings, reports and data on any form of electronic media generated by GZA, you covenant and agree that all such electronic files are instruments of service of GZA, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by GZA and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose



or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of GZA will be at the user's sole risk and without any liability to GZA.

13. Confidentiality; Subpoenas. Information about this Agreement and GZA's services and information you provide to GZA regarding your business and the site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as GZA reasonably believes is necessary: (a) to perform its services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws and court orders. GZA will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. You will reimburse GZA for responding to any subpoena or governmental inquiry or audit related to the services, at the rates set forth in the applicable Proposal, amendment or change order.

14. Insurance. During performance of the services, GZA will maintain workers compensation, commercial general liability, automobile liability, and professional liability insurance. GZA will furnish you certificates of such insurance on request.

15. Indemnification. You agree to hold harmless, indemnify, and defend GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by GZA's negligence or willful misconduct.

16. Limitation of Remedies.

- a. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") for all claims arising out of this Agreement or the services is limited to \$50,000 or, if greater, 10% of the compensation received by GZA under this Agreement.
- b. You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
- c. Any claim will be deemed waived unless received by GZA within one year of substantial completion of the services.
- d. GZA will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary or multiple damages.
- e. GZA will not be liable to you or the site owner for injuries or deaths suffered by GZA's or its subcontractors' employees.
- f. You will look solely to GZA for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any GZA principal, officer, employee or agent.

17. Disputes.

- a. All disputes between you and GZA shall be subject to non-binding mediation.
- b. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
- c. The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
- d. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice.

18. Miscellaneous.

- a. Massachusetts law shall govern this Agreement.
- b. The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause.
- c. Any amendment to these Terms and Conditions must be in writing and signed by both parties.
- d. Having received these Terms and Conditions, your oral authorization to commence services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
- e. This Agreement supersedes any contract terms, purchase orders or other documents issued by you.
- f. Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.



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F: 781.278.5702

www.gza.com

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- g. Your failure or the failure of your successors or assigns to receive payment or reimbursement from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to GZA under this agreement.
- h. These Terms and Conditions shall govern over any inconsistent terms in GZA's Proposal.
- i. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.
- j. The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.



This Proposal for Services and the attached Terms and Conditions are hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of Client.

Town of Fairfield, Connecticut

By (Signature): _____ Title: _____

Typed Name: _____ Date: _____

By (Signature): _____ Title: _____

Typed Name: _____ Date: _____

Billing Address (if different from above):

Memorandum

To: Board of Selectmen

From: Mark Barnhart, Director of Community & Economic Development

Date: August 22, 2022

Re: Proposed Development Agreement for 244 Greenfield Street

I am requesting your favorable consideration to authorize the Town to enter into a Development Agreement with Habitat for Humanity of Coastal Fairfield County, Inc., to create four units of affordable home ownership housing at 244 Greenfield Street.

You will recall that the Town acquired this parcel late last year with monies from the Town's Housing Trust Fund. The Town subsequently requested qualification statements and proposals from interested development partners (RFQ #2022-141), and selected Habitat for Humanity at the conclusion of that process.

The purpose of the attached Agreement is to establish an overall framework for the redevelopment of the property, as well as to set forth the terms, obligations, and a schedule by which the parties intend to accomplish this objective. Under the terms of the Agreement, Habitat is responsible for overseeing all aspects of the development process, including the design, financing, permitting, construction, and sale of the units. The Town's role is to provide the land--for which it intends to retain title but enter into a long-term ground lease—as well as to assist Habitat in this endeavor. The ground lease would require separate approvals from the Board of Selectmen, Representative Town Meeting as well as a mandatory referral to the Town Plan & Zoning Commission pursuant to CGS 8-24.

I would welcome the opportunity to discuss this proposal and to respond to any questions the Board may have. Thank you again for your consideration.

DEVELOPMENT AGREEMENT

FOR

REDEVELOPMENT OF 244 GREENFIELD STREET FAIRFIELD, CONNECTICUT

HABITAT FOR HUMANITY OF COASTAL FAIRFIELD COUNTY, INC., a Connecticut nonstock corporation (“**Development Partner**”), and the **TOWN OF FAIRFIELD**, a municipal corporation (the “**Town**”) hereby enter into this Development Agreement (the “**Agreement**”) dated as of this ____ day of _____, 2022 (the “**Effective Date**”) to memorialize certain business terms, conditions and agreements regarding the redevelopment of an approximately .4-acre affordable housing development located at 244 Greenfield Street, Fairfield, Connecticut (the “**Property**”). The Property is more fully described in Schedule 1 attached hereto. The Property presently consists of a 2-bedroom/1-bath single family home, with a small shed outbuilding (the “**Current Improvements**”), which is currently unoccupied. The Development Partner and the Town are sometimes collectively referred to herein as the “**Parties**” or as a “**Party**.”

1. Nature of Agreement.

This Agreement sets forth the principal terms that have been agreed to by the Parties concerning the redevelopment of the Property (the “**Redevelopment**”) in accordance with the Town’s Request for Qualifications (RFQ) #2022-141 for a development partner for the redevelopment of the Property and the Development Partner’s response thereto (collectively the “**RFQ**”).

This Agreement is intended to provide an overall framework for a cooperative, public-private, highly coordinated approach to the Redevelopment. The Parties agree to work with each other in good faith to execute any subsequent amendments that may be needed to complete the Redevelopment. Without limitation, the Development Partner will assist the Town, upon its request, regarding any necessary outreach or community support (the “**Community Engagement and Planning Process**”). The Town will work with the Development Partner to secure all required permits and approvals and to support the Development Partner’s efforts to obtain financing for the Redevelopment. The Town shall retain fee ownership in the Property but will enter into a long-term ground lease on terms acceptable to the Parties to ensure affordability.

2. Redevelopment Feasibility and Structure/Property Description.

(a) *Feasibility/Town Expectation.* The Parties acknowledge that the Town’s expectation for the Redevelopment, and the basis upon which the Development Partner was selected pursuant to the RFQ, is that there shall be the construction of two (2) residential duplexes, within each duplex to be two (2) affordable housing family units (for a total, therefore, of four (4) units and families). Further, the Town, while acknowledging the need for affordable housing, is sensitive to the surrounding neighborhood through contextual design and fidelity to land use requirements to the extent feasible. The Town is also looking to have incorporated, wherever feasible, energy conservation features and green building techniques. The Development Partner shall use best efforts

to incorporate these goals in accordance with the RFQ and the terms and conditions of this Agreement (the “**Town’s Redevelopment Goals**”).

The Property is situated within a mixed neighborhood of predominantly single-family residences with some multi-family homes. The Property has roughly 118 feet of frontage on Greenfield Street bordering a commercial district with access to shopping, services, bus lines and highway connections. The topography of the Property is generally level and is served by public water and sewer. There are no wetlands or regulated watercourses on the Property. The Town’s zoning regulations allow for duplex construction in a “Residence B” zone with a 9,000 square foot building lot. Notwithstanding the foregoing, the Development Partner was pursuant to the RFQ, expected to have conducted its own due diligence and analysis of the Redevelopment relevant to and in accordance with the Town’s Redevelopment Goals. With the prior written consent of the Town and subject to the procurement of all requisite land use, zoning and subdivision approvals, the Property may be divided into two (2) parcels. If the Property is subdivided, all defined terms in this Agreement and references thereto, including, without limitation and by way of example only, “Property” “Redevelopment,” and “Ground Lease” shall refer to as well as signify both subdivided parcels (with the redevelopment of *both* parcels, therefore, being governed by and subject to the terms and conditions of this Agreement).

Attached hereto as Schedule 2 and incorporated herein and made a part hereof by this reference are copies of: (i) a conceptual development plan for the Redevelopment (the “**Master Development Plan**”); (ii) a Redevelopment schedule (the “**Redevelopment Schedule**”), which identifies approximately how long the Development Partner anticipates it will take to secure permits and approvals, close on financing and complete construction of the Redevelopment; and if requested by the Town (ii) a Redevelopment budget (the “**Redevelopment Budget**”), which specifies the anticipated cost of the overall Redevelopment. Any modifications or amendments to the Master Development Plan, the Redevelopment Schedule and/or the Redevelopment Budget (collectively, the “**Master Plan Documents**”) shall be subject to the prior written approval of the Town, which approval may be withheld in the Town’s sole discretion. Notwithstanding the foregoing, updates to the Redevelopment Schedule shall be submitted to the Town, no less frequently than bi-monthly by the Development Partner.

Notwithstanding anything to the contrary contained in this Agreement or in the RFQ, the Development Partner acknowledges and agrees that the Town is neither required, nor is the Development Partner relying upon the Town, to provide any funding or financing for the Redevelopment.

(b) *Ownership Structure.* The Development Partner, may with the prior written consent of the Town, form an entity that shall be wholly and solely owned by the Development Partner (an “**Owner Entity**,” such term as used herein to refer to the Development Partner should it not form a separate entity for such ownership purposes). Control of the Property to be redeveloped shall be transferred to Development Partner (or any Owner Entity) pursuant to a long-term ground lease. It is presently anticipated that the rent (“**Rent**”) under the ground lease (the “**Ground Lease**”) shall be Ten and 00/100 Dollars (\$10.00) paid at execution thereof. The Parties acknowledge that the Ground Lease shall include provisions: (i) restricting the Property to use for affordable housing; (ii) prohibiting the demolition of buildings and improvements except as contemplated by the

Redevelopment; (iii) requiring periodic provision of financial, physical condition and affordability compliance reporting; (iv) ensuring compliance with laws, regulations, and program requirements to which the Town and/or the Property are subject below; and (v) setting forth all matters concerning the Redevelopment that shall be subject to the Town's approval in accordance with this Agreement. The Ground Lease will be recorded on the Town's land records. In addition, the Town may require the execution of a declaration of restrictive and affordability covenants, in form and substance satisfactory to the Town, which would be similarly recorded on the Town's land records.

(c) *Architect.* If Development Partner deems the services of an Architect are necessary, then the Development Partner shall submit to the Town for its prior approval a proposed architect for the Redevelopment (the "**Architect**") and which approval shall not be unreasonably withheld or delayed. If in the judgment of the Development Partner it shall become necessary or appropriate to remove and replace the Town-approved Architect, terminate or exercise any remedies under any contract with the Architect, or engage any other person to perform work within the scope of work of the Architect, Development Partner shall so notify the Town. The Town shall have the right to approve a substitute Architect in accordance with this Agreement. All fees charged by the Architect for services previously rendered, or to be rendered, with respect to the Redevelopment, to the extent allowable, shall be included as project expenses and paid, or reimbursed, as applicable, from the Redevelopment budget sources. Nothing herein shall prohibit the Development Partner from amending or renegotiating the Architect contract.

(d) *Predevelopment Costs.* The term "**Predevelopment Costs**" shall mean all reasonable, third-party, out of pocket costs incurred in connection with the Redevelopment prior to Closing, including without limitation such costs incurred in the performance of obligations under this Agreement prior to Closing. On and after the Effective Date, the Development Partner shall be responsible for paying all Predevelopment Costs incurred subsequent to the Effective Date, subject to any reimbursement at Closing as may be provided for a part of the Development Partner's financing. Predevelopment Costs shall not include costs which are ineligible to be paid from project sources, or expenses incurred to any affiliate, employee or other person related to the Development Partner unless disclosed to the Town in advance of incurring the expense, and approved by the Town, in writing.

3. Redevelopment Responsibilities.

(a) *Development Partner Responsibilities.* Without limiting any other obligations expressly provided herein, the Development Partner shall be responsible for all development services in connection with the design, construction and occupancy of the Redevelopment, as well as carrying out all other work for which the Development Partner is responsible, as such responsibilities are detailed in this Agreement. The services delivered by the Development Partner shall include all development services reasonably required to complete the planning and development of the Redevelopment, and, except as otherwise provided herein, to facilitate, or to enter into, agreements with other service providers to complete the Redevelopment, including, but not limited to:

i. Establishing phasing and timetables, securing financing, obtaining necessary governmental approvals (with the support of the Town), and selecting a general contractor or construction manager (as further described below);

ii. Identifying any, if any, necessary public improvements and site infrastructure and developing a funding plan for and constructing the same;

iii. Entering into, or facilitating entering into, contracts or agreements, consistent with the terms of this Agreement, necessary or convenient for completion of the Redevelopment, which contracts or agreements may be assigned, as appropriate, by the Development Partner to any Owner Entity at or prior to the financial closing for the Redevelopment (the “**Closing**”). When selecting third-party contractors, the Development Partner shall be, or, as the case may be, shall cause any Owner Entity to be alert to the requirements of the any lenders and other funders of the Redevelopment (collectively, “**Funders**”) and or any regulatory entity having jurisdiction over the Redevelopment or the Parties (collectively, “**Regulators**”) including without limitation requirements pertaining to identity-of-interest. Awards shall be made with the input of the Town to the bidder or offeror whose bid or offer, in the Development Partner’s reasonable judgment, is most advantageous to the Redevelopment, taking into consideration price, quality and other factors reasonably deemed by the Parties to be relevant; the Development Partner shall not, and shall ensure any Owner Entity does not, knowingly employ or contract with any third-party contractor which has been debarred by any Regulators and shall cause any Owner Entity to promptly terminate any contracts with any third-party contractor that is subsequently debarred;

iv. Causing itself or any Owner Entity entering into a contract (the “**GC Contract**”) with a general contractor or construction manager pursuant to the provisions above (the “**General Contractor**”) for the Redevelopment. Such contract shall set either a fixed price or guaranteed maximum price or another pricing mechanism acceptable to the Town; the cost of which shall be included in the Redevelopment Budget. Further, the Development Partner will cause the General Contractor to issue payment and performance bonds by a nationally, financially recognized bonding company, in forms acceptable to the Town and in an amount no less than the contract price for the Redevelopment. Such bonds will be obtained and in place prior to the commencement of any work by the General Contractor and shall remain in full force and effect under terms and conditions acceptable to the Town. In addition, the Town shall be named as an additional obligee on such bonds;

v. Conducting site planning, configuration, and determining all necessary governmental approvals for such plans, including the preparation, submission and prosecution of all necessary land use approvals, subject to the input and involvement of the Town. Without limiting the generality of the foregoing, the Development Partner shall involve the Town in all meetings with municipal staff and officials and all land use hearings related to land use approvals and the Town may provide a representative at each such meeting or hearing;

vi. Overseeing and conducting pre-construction and construction activities, including design, engineering, and construction of the Redevelopment;

vii. Ensuring compliance with all applicable laws, rules and regulations applicable to the Redevelopment;

viii. Maintaining regular communication with the Town as more fully set forth below;

ix. Paying Predevelopment Costs as set forth above;

x. Providing all guarantees required to complete the Redevelopment including, but not limited to those required by any or any Funders such as: construction completion guarantees;

xi. Maintaining, and causing all third-party contractors to maintain all requisite and reasonable insurance for the Redevelopment of this size and type, such insurance to be first submitted to the Town for its prior written approval;

xii. Carrying out the Community Engagement and Planning Process, and in connection therewith and in furtherance thereof;

xiii. To the extent necessary, in cooperation with the Town and, any approved management agent, planning and administration, including approval of payments of relocation benefits, regulatory compliance and coordination of relocation activities necessary for the Redevelopment;

xiv. Market the Redevelopment and develop a waiting list, as applicable, for the sale of the units (Town staff may assist);

xv. Subject to the Town's prior written approval and a declaration of covenants to be filed on the Fairfield land records, set a sales price (and/or management fee, if proposed) in accordance with such approvals and said declaration regarding the units to comprise the Redevelopment; and

xvi. Complying with any applicable requirements of Funders and Regulators.

(b) *Town's Responsibilities.* The Town is responsible for the following activities related to the Redevelopment:

i. Reviewing and approving any proposed modifications or amendments to any of the Master Plan Documents; the Architect, the General Contractor and any other service providers providing professional or other services in connection with the Redevelopment (collectively, the "**Development Team**") and any replacements thereto, and such other matters as are set forth herein or in the RFQ;

ii. Attending to, with the Development Partner's assistance upon request, any required or remaining Community Engagement and Planning Process;

iii. Assisting the Development Partner, at no third-party cost to the Town, with

the matters identified in Section 3(a)(xiv)-(xvi);

iv. Review and approve any proposed restrictions or conditions to be imposed on the Property in connection with the land use approvals and participate at Development Partner's request in all meetings with municipal staff and officials and all land use hearings;

v. Oversee the demolition of the existing structures located on the Property and abatement and removal of any asbestos containing materials in certain of the floor titles that may be present in the existing building (the "**Town Demolition and Abatement Work**"); and

vi. Entering into the Ground Lease as described above.

The Development Partner shall carry out all of its responsibilities delineated in Section 3(a)(xiv)-(xvi) above and otherwise perform its duties under this Agreement, coincident with the Town's responsibilities, including the Town Demolition and Abatement Work. Therefore, the Development Partner shall coordinate with the Town any access to the Property that the Development Partner may need in order to fulfill its responsibilities and duties, including during the Town Demolition and Abatement Work.

(c) *Redevelopment Financing.* The Development Partner will explore all viable funding options for the Redevelopment. The Development Partner shall use its good faith efforts to secure all financing necessary to complete the Redevelopment and assure the Redevelopment's long-term viability. The Development Partner shall bear its internal costs associated with completing the applications, projections and other documentation associated with applying for Redevelopment financing as part of its overhead; provided, however, out-of-pocket costs such as professional fees, application fees, post-award fees or other fees charged by a funder or potential funder in connection with securing Redevelopment funds shall be treated as project expenses. The Parties shall cooperate to structure the plan for Redevelopment in order to achieve the most competitive Applications reasonably possible, which may incorporate energy efficiency, green design features, include efforts to create local employment opportunities, etc.

(d) *Reporting.* The Development Partner agrees to keep the Town informed of its progress during the Redevelopment. To that end, the Development Partner shall provide the Town with periodic reports that detail the status of the Redevelopment. Such reports shall be provided no less frequently than monthly (each, a "**Monthly Report**" and collectively, the "**Monthly Reports**"). Such Monthly Reports shall include, at a minimum: a description of the predevelopment and construction work performed at the Property, progress in maintaining the Redevelopment Schedule, status of all applications, certifications and permits necessary for the Redevelopment, progress in meeting hiring goals, and, monthly expenditures as compared to the Redevelopment budget, a description of the status of construction and the timing of conversion to any permanent or takeout financing.

4. Environmental Conditions and Site Investigation.

(a) *Property and Pre-existing Conditions.* The Town currently owns the Property. The Town shall ground lease the Property to the Development Partner and any, if any, Owner Entity in order to facilitate the Redevelopment as described above. The Parties acknowledge and agree that except as provided in this Section 4, the Town will not be liable for any pre-existing conditions on

the Property, unless such pre-existing conditions were known to the Town and not disclosed to the Development Partner.

(b) *Site Investigation.* The Development Partner shall be responsible for submitting all required documents to any other governmental entity, as required by applicable law and regulation, for review of the environmental impact of the Redevelopment and the Property in accordance with applicable laws. The Town shall provide to the Development Partner any testing performed to date on the Property of which the Town has actual knowledge. The Development Partner shall cause, to the extent required or necessary, environmental and engineering consultants to perform environmental, hazardous materials and geo-environmental investigations (“**Investigations**”) and to prepare remediation estimates as well as any additional reports required for compliance with applicable laws (all of which shall be treated as a project expense). The Development Partner shall deliver drafts of the Investigations to the Town for its review and comment.

(c) *Remediation Costs and Responsibilities Prior to Closing.* The Parties will work in good faith to modify the Redevelopment Budget as required to budget for any remediation costs (excluding those arising from a breach of Section 4(f)). Notwithstanding the foregoing sentence, each Party reserves the right to reasonably consider such costs as giving rise to infeasibility and termination in accordance with Section 5(a). The Development Partner and the Town will mutually determine the scope and timing of remediation and demolition activities to comply with the requirements of all Funders and Regulators.

(d) *Discovery of Prohibited Substances.* In the event that the Development Partner encounters any Prohibited Substances (defined below) on the Property not previously identified through testing, the Development Partner shall promptly notify the Town in writing.

(e) *Environmental Insurance.* If required by any Funder or Regulator, the Development Partner shall obtain environmental insurance, if such insurance is available at a reasonable cost to Development Partner, the cost of which shall be a project expense, provided that the Redevelopment Budget can support such additional expense.

(f) *Covenant Regarding Prohibited Substances.* The Development Partner shall not bring onto the Property, or permit its agents, contractors or employees to bring onto the Property any (i) asbestos or asbestos-containing material or polychlorinated biphenyl material, or (ii) hazardous substances or hazardous waste as defined under any federal, state or local law, that may require remediation under applicable law (other than quantities of such substances, including gasoline, diesel fuel and the like as are customary and necessary to prosecute construction of the Redevelopment), or (iii) soil containing volatile organic compounds (collectively (i)-(iii) are the “**Prohibited Substances**”). The Development Partner shall be liable for the consequences of, and responsible for proper removal and lawful disposal, at its sole expense, of any Prohibited Substances brought onto the site resulting from a violation by such party of this Section 4(f) and shall be responsible for any harmful release of any Prohibited Substances caused by the negligent failure of such party or its agents, contractors or employees to protect against any further harm caused by any Prohibited Substances already on the site. The Development Partner further covenants and agrees to indemnify, defend and hold the Town free and harmless from and against any and all losses, liabilities, penalties, claims, fines, litigation, demands, costs, judgments, suits, proceedings,

damages, disbursements or expenses, including reasonable attorneys' fees which may at any time be imposed upon, reasonably incurred by or asserted or awarded against the other party in connection with or arising from a violation of this Section 4(f). The provisions of this Section 4(f) shall survive Closing and the termination of this Agreement relative only to any claims that arises from an event that occurs prior to Closing regardless of when the claim is presented.

(g) *Environmental Responsibilities After Closing.*

i. After the Closing, the Town shall only be liable for the following environmental conditions on the portion of the Property as to which the Closing has taken place: (i) environmental conditions caused by Town or its agents, contractors or employees after Closing, (ii) pre-existing environmental conditions which the Town had actual knowledge of but failed to disclose the same to the Development Partner in writing before Closing or (iii) Prohibited Substances brought onto the Property by the Town or any of its agents, contractors or employees after Closing.

ii. After Closing, the Development Partner shall be liable for the following environmental conditions on the Property: (i) environmental conditions caused by Development Partner or its agents, contractors or employees after Closing, (ii) pre-existing environmental conditions which the Development Partner had actual knowledge of but failed to disclose to the Town in writing before Closing or (iii) Prohibited Substances brought onto the Property by the Development Partner or any of its agents, contractors or employees after Closing.

iii. After Closing, the Town will work in good faith with the Development Partner to identify third-party funding sources to pay for any unforeseen remediation costs (without limiting the responsibilities of the Development Partner under otherwise applicable provisions of this Section 4).

iv. Any recourse against the Town pursuant to this Section 4(f) and any indemnity shall be limited to and subject to applicable state and federal laws, including, without limitation, CGS Section 52-557(n).

(h) *Development Partner and Owner Entity Responsibilities After Closing.* The Development Partner and any Owner Entity hereby covenants and agrees to indemnify, defend and hold Town free and harmless from and against any and all losses, liabilities, penalties, claims, fines, litigation, demands, costs, judgments, suits, proceedings, damages, disbursements or expenses, including reasonable attorneys' fees (collectively "Losses") which may at any time be imposed upon, reasonably incurred by or asserted or awarded against the Town (excluding those matters for which the Town is responsible in accordance with Section 4(g)(i)), respectively, in connection with or arising from:

i. The existence of any Prohibited Substance first placed on, in, or under all or any portion of the Property on or after Closing; or

- ii. Any violation of any federal, state or local environmental laws by the Development Partner at or relating to the Property that arises out of their respective acts or omissions of the Town after Closing.

The provisions of this Section 4(h) shall survive Closing and the termination of this Agreement.

Provided, however, the foregoing obligation to indemnify, defend and hold the Town harmless shall not extend to Losses that result from the acts or failures to act of the Town, and Losses due to third-party bodily injury or property damage claims asserted after the Closing but arising from exposure to any existing environmental conditions on the Property known to the Town but not previously disclosed to the Development Partner prior to the Closing.

5. Termination.

a. *Termination for Infeasibility.* The Development Partner or the Town may terminate this Agreement prior to the Closing in the event that the Parties mutually agree that the objectives of this Agreement have been made impossible or impractical because of unforeseeable events beyond the reasonable control of either party (an “**Infeasibility Event**”) upon thirty (30) days written notice to the other party. In the event of a termination on account of an Infeasibility Event, the Parties shall not be reimbursed for costs or expenses incurred in connection with the Redevelopment. The Development Partner and the Town agree that the failure to achieve any of the following conditions (each, a “**Development Milestone**”) shall constitute an Infeasibility Event:

- i. Closing within the time frame (including extensions) provided for in any financing or funding commitments;
- ii. Receipt of all necessary federal, state and local approvals required for the Town to enter into the Ground Lease with respect to the Redevelopment, on or before January 31, 2023;
- iii. Receipt of a commitment from a title insurance company reasonably acceptable to the Development Partner to insure, at standard rates, the leasehold interest granted under a Ground Lease or the interests of Funders free and clear of all liens and encumbrances except those deemed acceptable to such Funders, on or before January 31, 2023, or
- iv. Receipt of firm commitments for the project financing in amounts not less than the amounts shown in the Preliminary Redevelopment Budget, as amended from time to time prior to Closing, on or before January 31, 2023 (“Award Date”).

Either Party may elect to extend any date provided in this Section 5(a) for any Development Milestone by a period not to exceed five (5) days; provided that, such Party reasonably believes that the applicable Development Milestone can be achieved by such extended date, and further provided that such Party commences and diligently prosecutes all reasonable actions to cause such Development Milestone to be achieved.

b. *Termination for Cause.* Upon the occurrence of an Event of Default (as defined below), the Party not responsible for such Event of Default (collectively, the “**Non-**

Defaulting Party”) may terminate this Agreement for cause (“**Termination for Cause**”), by giving of written notice to the other Party of the occurrence of such Event of Default, which Termination for Cause shall be effective thirty (30) days following such notice unless the Party responsible for such Event of Default (collectively, the “**Defaulting Party**”) cures the same prior to the effective date thereof. The following events shall constitute an “**Event of Default**”:

- i. Any Party breaches any material obligation herein; or
- ii. Any Party becomes insolvent, is adjudged as bankrupt, makes a general assignment for the benefit of creditors, or becomes a subject of any proceeding commenced under any statute or law for the relief of debtors, and the other Party reasonably believes that such action or proceeding has, or is likely to have, a negative impact on the Redevelopment; provided that such Party shall have ninety (90) days to effect the cure or dismissal of any such voluntary or involuntary proceeding, and further provided that if the Party pursuing dismissal is diligently proceeding, and further provided the project lenders concur, such Party shall have an additional ninety (90) days to cure; or
- iii. A receiver, trustee or liquidator of any of the property or income of the Party or any guarantor of the Party’s performance hereunder shall be appointed and shall not be removed within ninety (90) days, and the other Party reasonably determines that such action or proceeding has, or is likely to have, a negative impact on the Redevelopment; provided that such Party shall have 120 days to effect a cure by the removal of such receiver, trustee or liquidator, and further provided that if the Party pursuing a cure is diligently proceeding, and further provided the project lenders concur, such Party shall have an additional ninety (90) days to cure; or
- iv. A Party unilaterally withdraws from the Redevelopment except as expressly allowed by the terms of the Agreement; or
- v. A Party fails to make an undisputed payment to a third-party contractor when due and in the normal course of business, if funds for such payment have been received; or
- vi. The Development Partner fails to obtain and maintain the insurance coverage required herein; or
- vii. The Development Partner fails to impose the insurance obligations described hereunder on third-party contractors; or
- viii. The Development Partner fails to take appropriate efforts or use due diligence to ensure that third-party contractors possess the requisite licenses and qualifications necessary for work contracted to them; or

ix. There is a change in a controlling interest of the direct or indirect ownership of the Development Partner that has not been approved in writing by the Town; or

x. The Development Partner fails to provide the Town with the Monthly Reports as required hereunder.

Notwithstanding anything to the contrary contained herein, suspension from participation in any government programs, provided such suspension is not revoked, reversed or otherwise resolved in ninety (90) days, shall be grounds for termination of this Agreement for cause. By execution of this Agreement, the Development Partner and the Town each hereby certify to the other Party, that it is not suspended, debarred or otherwise prohibited from participation in any government programs.

In the event of Termination for Cause, the Defaulting Party shall reimburse the Non-Defaulting Party for any unreimbursed Predevelopment Costs incurred by the Non-Defaulting Party prior to the date of the termination notice.

c. *Termination for Convenience.* Both the Town and the Development Partner reserve the right to terminate this Agreement at any time for the convenience of the terminating Party (the “**Moving Party**”) if the Moving Party shall determine in good faith that it is contrary to its interests to proceed with the Redevelopment. In the event of a termination for convenience under this Section, the Moving Party shall be liable to the other Party for reasonable and proper unreimbursed costs resulting from, or incurred prior to the effective date of such termination which costs shall be paid to the other Party within 30 days of receipt by the Moving Party of a properly presented claim setting out in detail: (i) the total cost of all third-party, out-of-pocket costs incurred prior to the effective date of termination; (ii) the cost (including reasonably anticipated costs) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, or for settling other liabilities of the non-Moving Party incurred in performance of its obligations hereunder, including legal fees; and (iii) if the Town is the Moving Party, any cost expended by Development Partner for preserving and protecting the work already performed until the Town or any designee or assignee of the Town takes possession thereof or assumes responsibility therefor.

d. *Development Partner Shall Deliver Work Product in Event of Termination.* In the event that this Agreement is terminated under this Section 5, and provided the Town has performed its obligations in connection with such termination, the Development Partner agrees that it shall promptly deliver to the Town, or cause to be delivered to the Town, any transferable, and useable third-party work product generated in connection with the Redevelopment requested by the Town, and will assign to the Town all of its right, title, and interest to such work product, to the extent such work product is assignable, without reservation, provided that, except in the case of a Termination for Cause where Development Partner is the Defaulting Party, Development Partner shall be reimbursed for any out of pocket costs incurred by Development Partner to produce such requested work product. The Development Partner shall be responsible for obtaining any necessary third-party consents

to such transfer and assignment. This Section 5(d) shall survive termination of this Agreement.

6. Indemnification.

a. *Indemnification of the Town.* To the extent permitted by law, the Development Partner shall indemnify, defend and hold harmless the Town and its respective selectpersons, directors, officers, agents, employees, attorneys and affiliates hereunder from any loss, cost, damage, claim, demand, suit, liability, judgment and expense (including reasonable attorney fees actually incurred and other costs of litigation) (collectively, a “**Liability**”) arising out of or relating to any injury, disease, or death of persons, or damage to or loss of property to the extent resulting from any material breach of this Agreement or intentional wrongful acts by the Development Partner or its affiliates, agents, partners, employees or third-party contractors arising or occurring after the Effective Date; provided, however, that Development Partner shall not be required to indemnify the Town if the Town’s negligence or willful misconduct in satisfying its respective responsibilities under this Agreement is the direct cause of such Liability. The provisions of this Section 6 (a) shall survive Closing and the termination of this Agreement.

b. *Indemnification of the Development Partner.* To the extent permitted by law, the Town shall indemnify, defend and hold harmless the Development Partner and its respective directors, officers, agents, employees and affiliates hereunder from any Liability arising out of or relating to any injury, disease, or death of persons, or damage to or loss of property to the extent resulting from any material breach of this Agreement or intentional wrongful acts by the Town or its affiliates, agents, partners, employees or third-party contractors arising or occurring after the Effective Date; provided, however, that the Town shall not be required to indemnify the Development Partner if the Development Partner’s negligence or willful misconduct in satisfying its responsibilities under this Agreement is the direct cause of such Liability. The aforementioned notwithstanding, recourse against the Town shall be limited to and subject to applicable federal and state laws and any applicable municipal ordinances.

7. Compliance with Laws and Other Requirements. Each Party shall fully comply with all applicable laws and regulations applicable to such Party with respect to workers’ compensation, social security, unemployment insurance, hours of labor, wages, working conditions, licensing and other employer-employee related matters, including, without limitation, all laws, rules and regulations with respect to non-discrimination based on race, sex or otherwise, and, if applicable only, MBE/WBE, and Section 3 of the Housing and Urban Redevelopment Act of 1968.

8. Warranties. The representations and warranties of the respective Parties contained in this Section are a material inducement for each Party to enter into this Agreement. Such representations and warranties shall be true, accurate and complete as of the date hereof and as of the Closing and shall be deemed restated and material as though incorporated in all project documents to which any Party, as the case may be, is a party.

a. *Development Partner's Warranties.* The Development Partner represents and warrants to the Town that (i) the Development Partner is and will continue to be duly organized, and is in good standing under the laws of the State of Connecticut, (ii) the Development Partner has and will have all necessary power, authority, licenses and staff resources for the undertaking of its obligations under this Agreement, (iii) this Agreement has been duly entered into and is the legally binding obligation of the Development Partner, (iv) this Agreement will not violate any judgment, law, or agreement to which the Development Partner is a party or is subject, and (v) there is no claim pending, or to the best knowledge of the Development Partner, threatened, that would impede the Development Partner's ability to perform its obligations hereunder. The Development Partner shall not hereafter enter into any agreement that would or modify any existing agreement in a manner that would, impair its ability to perform its obligations hereunder, and will notify the Town if any suit is threatened or law proposed which would impair its ability to perform its obligations hereunder.

b. *Town's Warranties.* The Town represents and warrants to the Development Partner that, based on present circumstances, to its knowledge, (i) the Town has and will have all necessary power and authority under Connecticut law for the undertaking of its obligations under this Agreement, (ii) this Agreement has been duly entered into and is the legally binding obligation of the Town, and (iii) this Agreement will not violate any judgment, law, consent decree, or agreement to which the Town is a party or is subject to and will not violate any law or ordinance under which the Town is organized. The Town further represents and warrants to the Development Partner that, as to the Property and the improvements presently located thereon, (iv) the Town owns legal and beneficial fee title to the Property and improvements free and clear of all liens and encumbrances. At Closing, the Town shall execute and deliver an owner's affidavit sufficient to enable the Development Partner to obtain leasehold and lenders' policies of title insurance without exceptions for liens or inchoate liens of any nature; (v) the Town has no knowledge of any governmental plans to change the highway or road system in the vicinity of the Property or to restrict or change access from any such highway or road to the Property or of any pending or threatened condemnation or eminent domain proceedings relating to or affecting the Property, including a temporary taking, street widening or change of grade; and (vi) there are no existing, presently pending, or, to the best of the Town's knowledge, threatened actions, suits, proceedings, claims or governmental investigations which would have an adverse material affect upon the use and operations of the Property. The Town will notify the Development Partner if any suit is threatened, or law proposed which would materially impair its ability to perform its obligations hereunder.

9. Term. This Agreement shall begin upon execution hereof and, unless sooner terminated in accordance with the terms provided herein, shall expire automatically on the date that is three (3) years after the Effective Date. The foregoing shall not affect obligations identified as continuing beyond the term of the Agreement.

10. Connecticut Law. Connecticut law shall govern the interpretation and enforcement of this Agreement.

11. Access and Care of Confidential Data. Planning for the Redevelopment may require access and sharing of confidential information between the Development Partner and the Town. The Development Partner acknowledges that this information is confidential and private within both the ordinary language meaning and the statutory and regulatory meaning of the terms depending upon the specific data element. The Development Partner acknowledges that in taking possession of this information that it becomes a “holder” of such information and obliged to take any and all steps to protect this data from loss, disclosure or be accessed by unauthorized individuals. The Development Partner shall comply with all applicable federal and state statutes, laws, regulations, policies and other requirements, including without limitation the federal Privacy Act, HIPAA and pertinent State of Connecticut SSHP program statutes and data privacy laws.

12. Standard of Care. As used in this Agreement, “best efforts” means, with respect to a given goal, the effort, consistent with the best practices in the affordable housing development industry that a reasonable person in the position of the promisor would use so as to achieve that goal as expeditiously as possible.

13. No Waiver. A waiver by either party of a provision hereof shall not constitute a waiver of any different or subsequent provision.

14. Notices. Any notices required to be sent to a Party hereunder shall be provided to the address as set forth below or such other address as any Party may designate in a notice provided in accordance with this paragraph:

To the Town:

Town of Fairfield
275 Old Post Road
Fairfield, CT 06824
Attn: Brenda L. Kupchick, First Selectwoman

With a copy to:

Hoopes Morganthaler Rausch & Scaramozza LLC
185 Asylum Street, 15th Floor
Hartford, CT 06103
Attn: James M. Scaramozza, Esq. (jscaramozza@hmrslaw.com)

To Development Partner:

Habitat for Humanity of Coastal Fairfield County, Inc.
1542 Barnum Avenue
Bridgeport, CT 06610
Attn: Kevin Moore

With a copy to:

Jackson Law Group CT, LLC
2 Corporate Drive, Suite 238
Shelton, CT 06484
Attn: Bruce Jackson, Esq. (bdj@jlgct.com)

For purposes of this Agreement, notice shall be sent via certified mail or nationally recognized overnight courier and such notice shall be deemed to be received one (1) day after posting thereof.

15. Merger. The Parties acknowledge and agree that all prior discussions, negotiations, letters of intent, and any other writings by and between the Parties shall be deemed to be superseded and replaced by the terms of this Agreement, and of no force or effect.

16. Assignment. The Development Partner shall not assign its rights or delegate any of its duties hereunder except to any Owner Entity or affiliate controlled by or under common control with the Development Partner but only upon the prior written approval of the Town.

17. Confidentiality. The Parties acknowledge that in the course of the performance of the obligations set forth in this Agreement, a Party may provide certain information to the other Parties that is confidential and proprietary, and which may be subject to confidentiality and privacy requirements under applicable laws or regulations. Any such information that is provided by one Party to another and marked as confidential, and any personal identifying information related to any resident or occupancy of the Property regardless of any marking of such information, shall be held by the receiving Party in strict confidence and the receiving Party shall take reasonable precautions to maintain the confidentiality of such information. Except as required by law or in connection with securing Funders or under the Freedom of Information Act, the receiving Party shall restrict access to such information to those employees, agents and professional advisors of the receiving Party that have a specific need to know such information, and then only provided that such person agrees to maintain the confidentiality of such information. Upon a termination of this Agreement, all confidential information described in this Section shall be returned to, or destroyed at the direction of, the Party originally providing such confidential information.

18. Miscellaneous. This Agreement may be executed in two or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original but all such counterparts together shall constitute but one and the same instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart. Signatures delivered by facsimile transmission or PDF shall constitute electronic signatures and shall be binding. No provision of this Agreement shall be construed by any court or other judicial authority against any party hereto by reason of such party's being deemed to have drafted or structured such provisions. As used herein, the terms "include," "including" and similar terms shall be construed as if followed by the phrase "but not limited to." The terms "hereof," "herein" and "hereunder," and words of similar import, shall be construed to refer to this Agreement as a whole, and not to any particular article or provision, except as expressly so stated. The Schedules and Exhibits attached hereto are hereby incorporated in and made part of this Agreement. The Parties agree that this Agreement shall not be recorded. If Development Partner causes this Agreement or

any notice or memorandum thereof or affidavit relating thereto to be recorded, this Agreement shall be null and void at the option of the Town. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. No waiver of any provision or condition of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

19. Exhibits. The following Schedule and Exhibits are attached to this Agreement.

Schedule 1	–	Property Description
Schedule 2	-	Copies of Master Plan Documents

[Remainder of Page Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

TOWN OF FAIRFIELD:

By: _____

Name: Brenda L. Kupchick

Its: First Selectwoman

DEVELOPMENT PARTNER:

HABITAT FOR HUMANITY OF COASTAL
FAIRFIELD COUNTY, INC.

By: _____

Name:

Its:

Schedule 1

Property Description*

ALL THAT CERTAIN piece or parcel of land, together with the buildings and improvements thereon, situated in the Town of Fairfield, County of Fairfield, and State of Connecticut, and bounded and described as follows:

SOUTHERLY: On Greenfield Street, 118 feet;

EASTERLY AND
NORTHERLY: On land now or formerly of Horace Smith Estate;

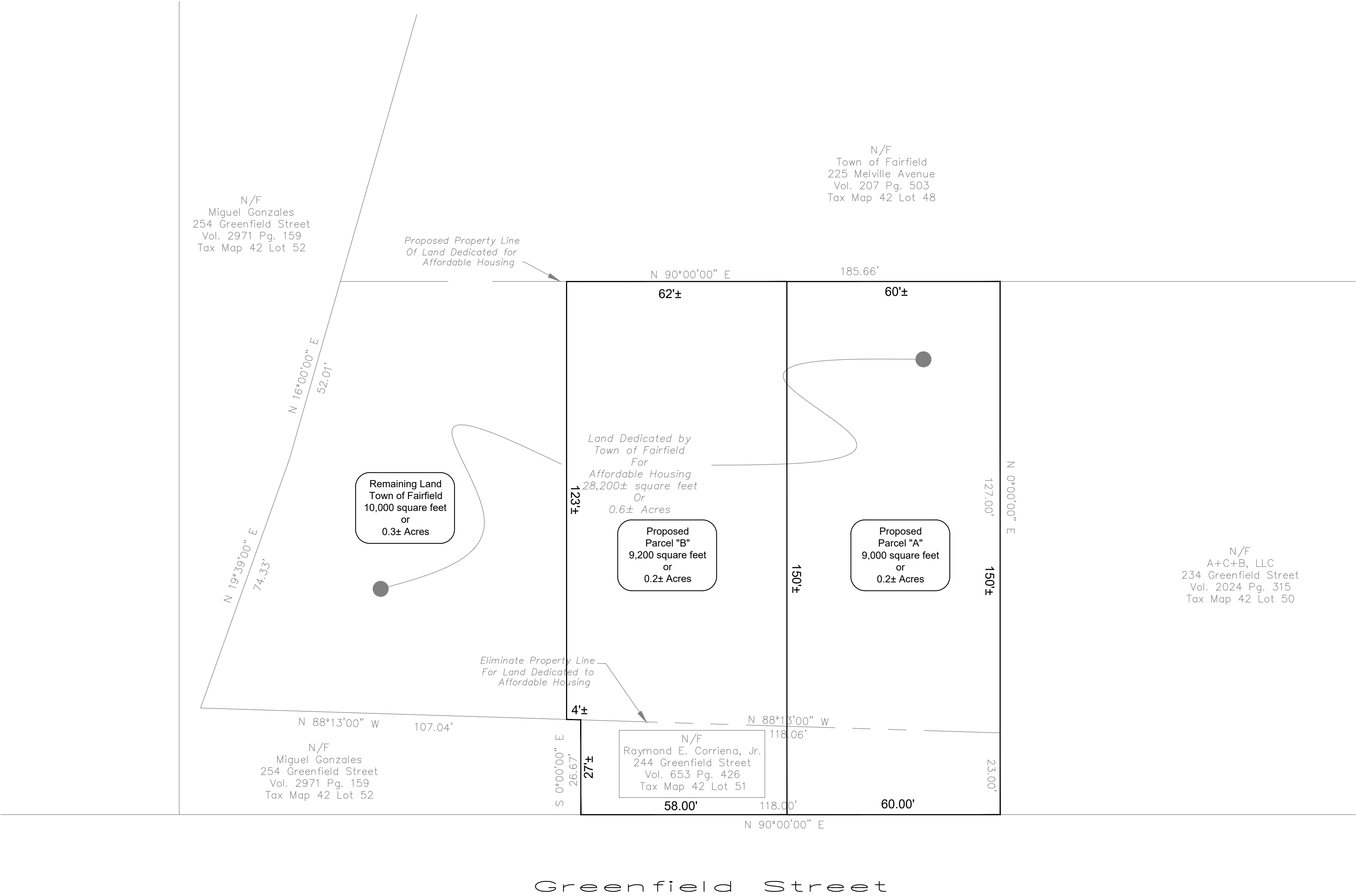
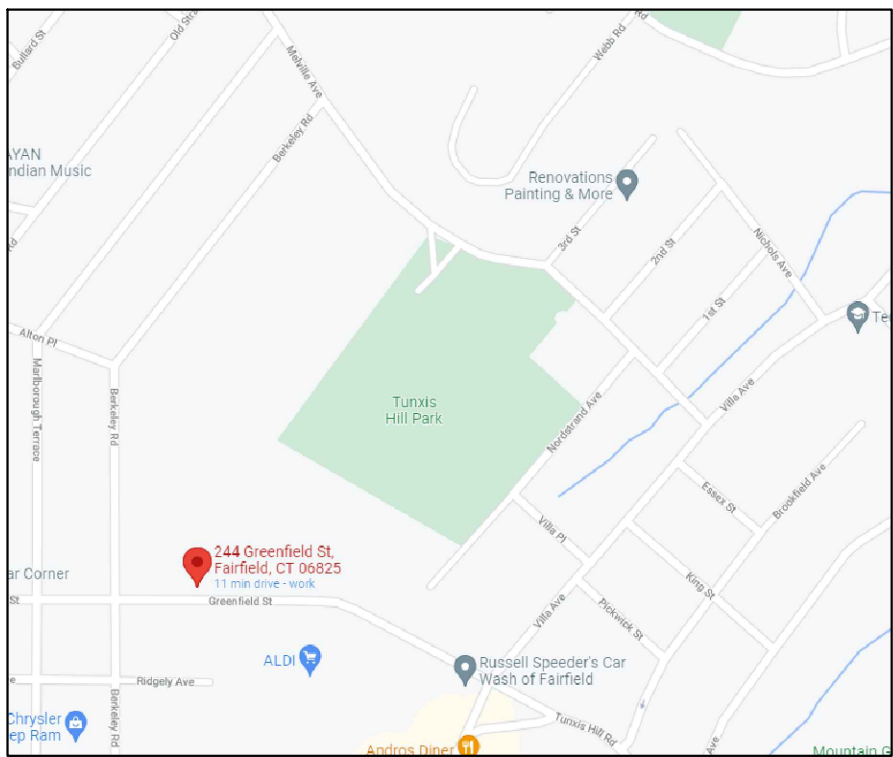
WESTERLY: On land now or formerly of one Zbynetski

*** An additional approximately 9,000 square foot parcel and building lot, identified in certain of the Master Plan Documents, shall also comprise the Property, such additional land to be provided from certain adjacent Town-owned property.**

Schedule 2

See Attached

Location Map




Notes

This Parcel Conceptual Plan is intended to depict a proposed subdivision pending the approval of a land dedication by the Town of Fairfield.
Parcel "A" to contain a minimum of 9,000 square feet to comply with Town of Fairfield Zoning Regulations.

To my knowledge and belief, this map is substantially correct as noted hereon.

Scott R. Leamon, L.S. #70252



Town of Fairfield

Department of Public Works

Parcel
Conceptual Plan
225 Melville Avenue
and
224 Greenfield Street
Fairfield, Connecticut

Surveyed By:	N/A
Field Book:	N/A
Drawn By:	Leamon
Designed By:	Leamon/Barnhart
Approved By:	Leamon

Project	3538	Sheet 2 2 of 2
Date	10/15/2021	
Scale	1"=20'	

1 ALL UTILITY AND SUB-SURFACE INFORMATION SHOWN
HEREON IS TO BE CONSIDERED APPROXIMATE BOTH AS TO
SIZE AND LOCATION. THE CONTRACTOR SHALL MAKE
**INVESTIGATIONS IN THE FIELD TO VERIFY ALL EXACT UTILITY
LOCATIONS BEFORE CONSTRUCTION. CALL TELEPHONE #**
**1-800-922-4455 "CALL BEFORE YOU DIG" A MINIMUM OF 2 DAYS
BEFORE BEGINNING ANY EXCAVATION AT THE SITE**

- 2 SITE PLAN BASED ON MAP ENTITLED "PARCEL CONCEPTUAL PLAN, 225 WEI VILLE AVENUE AND 224 GREENFIELD STREET, FAIRFIELD CONNECTICUT, SCALE 1" = 20' DATED OCTOBER 15, 2021 PREPARED BY TOWN OF FAIRFIELD DEPARTMENT OF PUBLIC WORKS.
- 3 THE SITE LIES WITHIN FEMA FLOOD ZONE X (UNSHADDED) AS NOTED ON FLOOD INSURANCE RATE MAP FAIRFIELD COUNTY, CONNECTICUT (ALL JURISDICTIONS). **PANEL 436 OF 626, FAIRFIELD, TOWN OF FAIRFIELD 909007 MAP 0436** SUFFIX G. MAP NUMBER 099011C0436G, MAP REVISED JULY 8, 2013.



LOCATION MAP

SCALE: 1" = 800'

SEAL:

CHRISTIAN A. DeANGELIS, PE

REVISIONS:

[illegible]

PROPOSED RESIDENTIAL BUILDINGS & RELATED IMPROVEMENTS

- PROPERTY LOCATED AT -
244 GREENFIELD STREET

FAIRFIELD, CT
- PREPARED FOR -
HABITAT FOR HUMANITY COASTAL FAIRFIELD COUNTY
1542 BARNUM AVENUE, BRIDGEPORT, CT 06610

SHEET TITLE:

CONCEPTUAL SITE PLAN

PROJ No.:

2021-42

DATE: _____ A _____

MARCH 8, 2022

DWG No

OPT. 1

SHEET 1 OF 1

SCALE: 1" = 10'

DESIGNED: CAD	DRAWN BY: TGR	CHECKED: CAD
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RESIDENCE 'B' ZONE GRID			
REQUIREMENTS	REQUIRED	PARCEL 'B'	PARCEL 'A'
MINIMUM LOT AREA	6,000 S.F. - 1 Acre	N/A	N/A
MINIMUM SQUARE ON LOT	9,000 S.F. - 2 Acre	9,200 ± S.F.	9,000 ± S.F.
MINIMUM LOT FRONTAGE	60'	58.00'	60.00'
MINIMUM SETBACKS			
STREET LINE	20'	33.2 ±	21.0 ±
SIDE LINE	5'	11.8 ±/13.8 ±	11.8 ±/11.8 ±
SUM OF SIDE YARDS			
1 STORY	15'	N/A	N/A
2 STORY	20'	25.6 ±	23.6 ±
REAR LINE	20'	42.8 ±	55.0 ±
SECOND STREET LINE / CORNER LOT			
ONE STORY	12'	N/A	N/A
TWO STORY	17'	N/A	N/A
MINIMUM FLOOR AREA			
ONE STORY BUILDING	750 SF	N/A	N/A
SPLIT LEVEL BUILDING	1,000 SF	N/A	N/A
TWO OR MORE STORIES			
GROUND FLOOR AREA	650 SF	2,056 ± SF	2,056 ± SF
TOTAL FLOOR AREA	1,000 SF	4,112 ± SF	4,112 ± SF
GARAGE / OUTBUILD AREA			
FLOOR AREA	500 SF	N/A	N/A
PER DWELLING UNIT	2 UNITS = 1,000 SF	4,112 SF	4,112 SF
MAXIMUM HEIGHT FOR BUILDING OR STRUCTURE	32'	32'	32'
MAXIMUM NUMBER OF STORIES PER BUILDING	2-1/2	2 STORIES	2 STORIES
MINIMUM BUILDING LOT COVERAGE			
AS PERCENTAGE OF LOT AREA	30%	25%	26%
MINIMUM BUILDING FLOOR AREA			
AS PERCENTAGE OF LOT AREA	50%	45%	46%
AS TO ACCESSORY BUILDINGS			
FRONT SETBACK	60'	N/A	N/A
SIDE SETBACK	5'	N/A	N/A
REAR SETBACK	5'	N/A	N/A
HEIGHT	15'	N/A	N/A

SEC. 5.2.4: MARQUEES, CANOPIES, DECKS, FAVES, CHIMNEYS, OPEN FIRE ESCAPES AND
SIMILAR PROJECTIONS WITHOUT PROJECTING WALLS MAY PROJECT INTO THE AREA REQUIRED
FOR SETBACK FROM PROPERTY OR STREET LINE NOT MORE THAN 2'

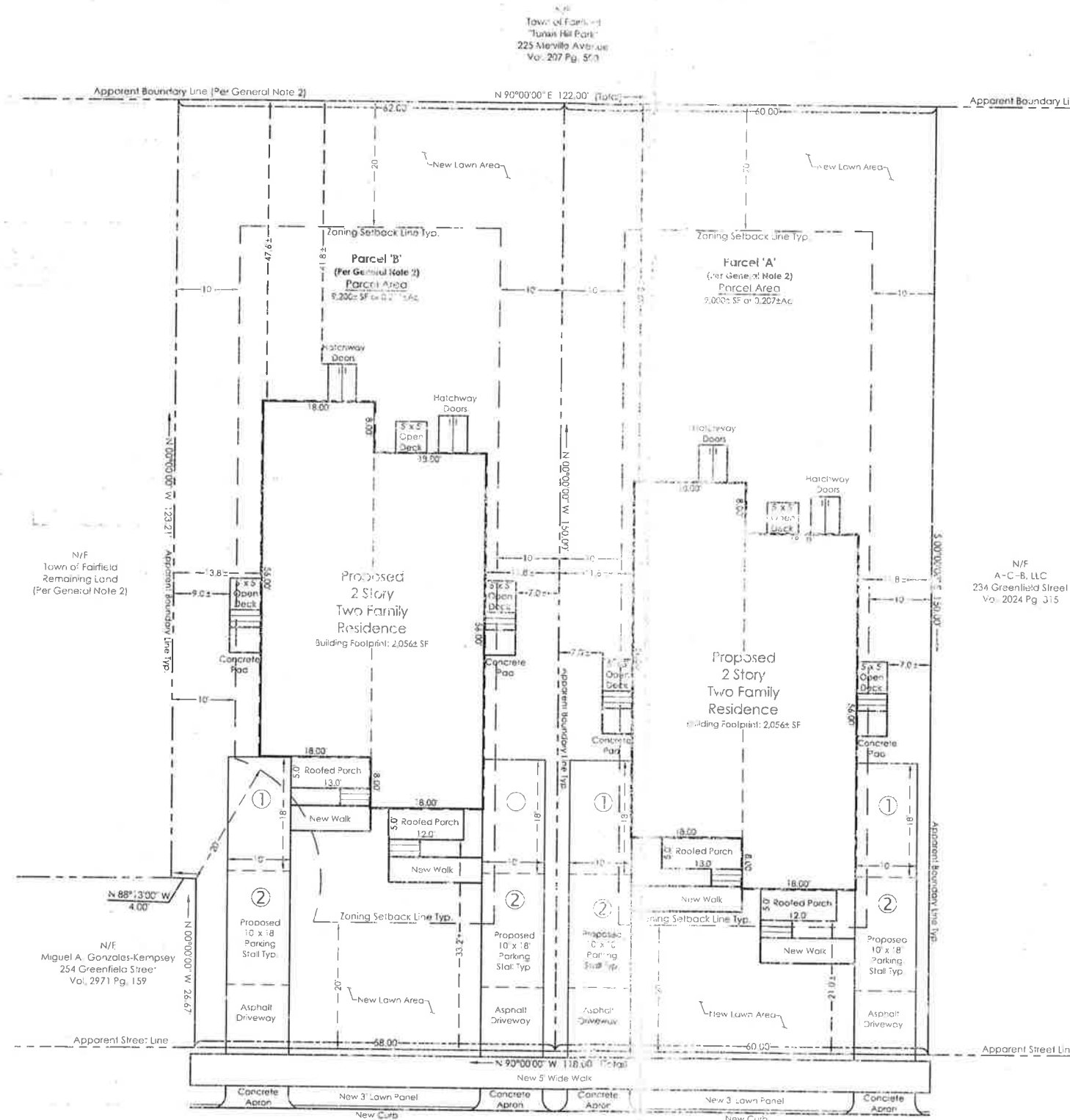
RE 5342 GROUND STORY UNENCLOSED PORCHES MAY EXTEND INTO THE AREA REQUIRED FOR SETBACK FROM A STREET LINE 8 BUT 6 FOR A TWO STORY UNENCLOSED PORCH

HC 3243 60' FROM THE FRONT PROPERTY LINE, 4' FROM THE SIDE PROPERTY LINES,
4' FROM THE REAR PROPERTY LINE IF THE PROPOSED ACCESSORY STRUCTURE HEIGHT
EXCEEDS 15' OR THE LOCATION IS WITHIN LESS THAN 60' OF ANY STREET LINE THE MINIMUM
SETBACKS ARE 30' FROM THE FRONT PROPERTY LINE, 10' FROM THE SIDE PROPERTY LINES
AND 10' FROM THE REAR PROPERTY LINE

N/A: NOT APPLICABLE
N/C: NO CHANGE

LEGEND

- 2ND NEW YORK POWER &
 CORP. POWER
 3RD JERIN P
 4TH WIND
 5TH SQUARE FEET
 6TH CONCRETE
 7TH CONCRETE
 8TH AUTOMATIC
 9TH OVERHEAD LINES
 10TH UNDER GROUND
 11TH MANHOLE
 12TH ELECTRIC
 13TH ELECTRIC
 14TH DOUBLE POLE
 15TH SINGLE PHASE LINE
 16TH BARREN WITH LINE
 17TH COST OF MOVEMENT
 18TH RETAINING
 19TH SHAN LIN TOWER
 20TH FURNISH FOUR ELEVATION
 21TH CLASST
 22TH HIGH TIGHT
 23TH RATCH DASH
 24TH WATER TANK
 25TH VALVE ROOM
 26TH GAS VALVE
 27TH RETAINING
 28TH BRIDGE AND RAILROAD
 29TH UNITED ILLUMINATING COMPANY
 30TH TELEPHONE MANHOLE
 31TH INTERSECTION
 32TH WALK
 33TH CAST IRON
 34TH WATERSIDE
 35TH IMPROVED CONCRETE
 36TH ROOF TOP
 37TH IMPROVED
 38TH EXISTING FOOTING
 39TH ROOF TOP
 40TH LENGTH OF STREET WIDTH
 41TH MARKING SPACES
 42TH POLYETHYLENE
 43TH EXISTING CONCRETE
 44TH EXISTING CONCRETE



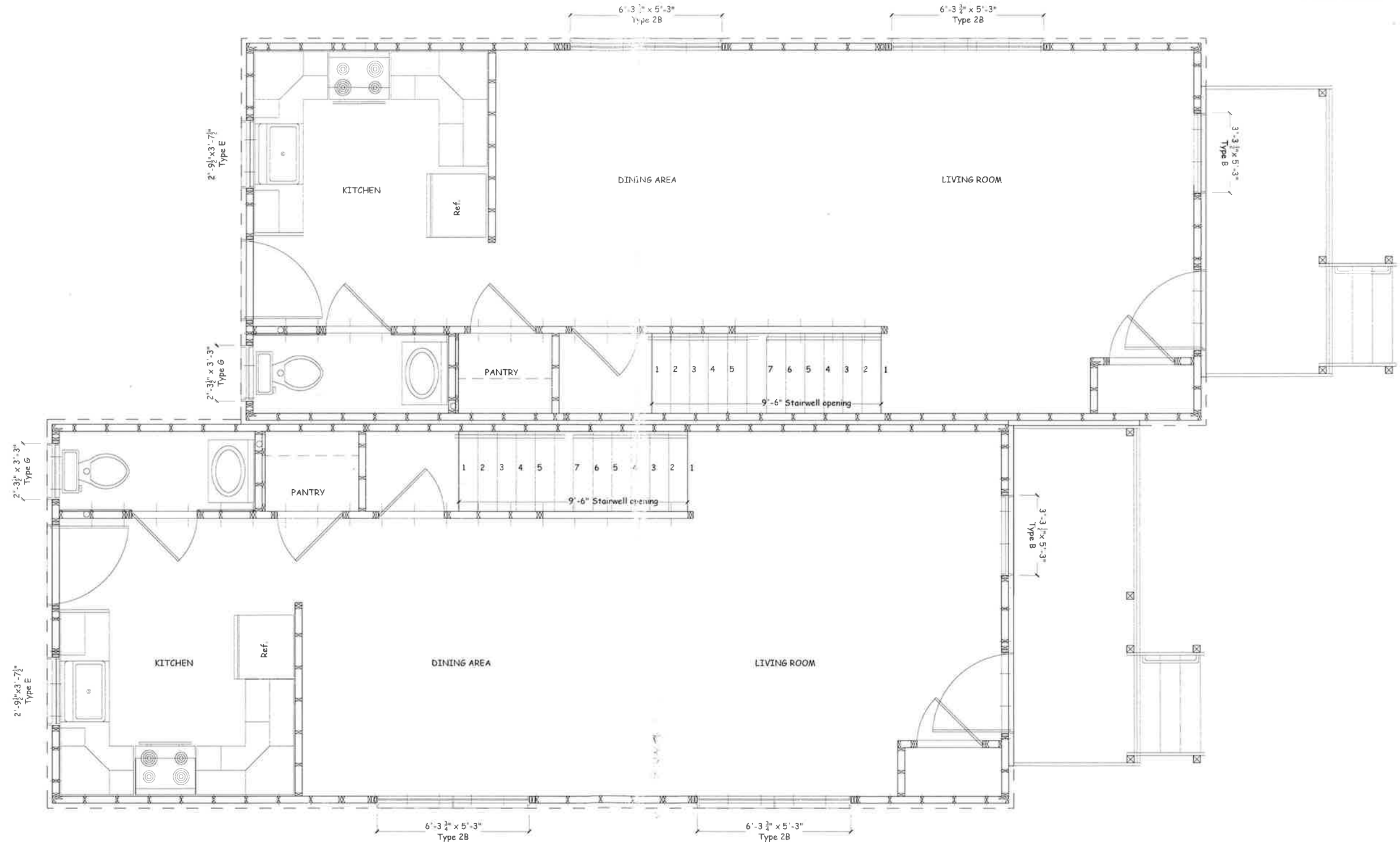
Greenfield Street

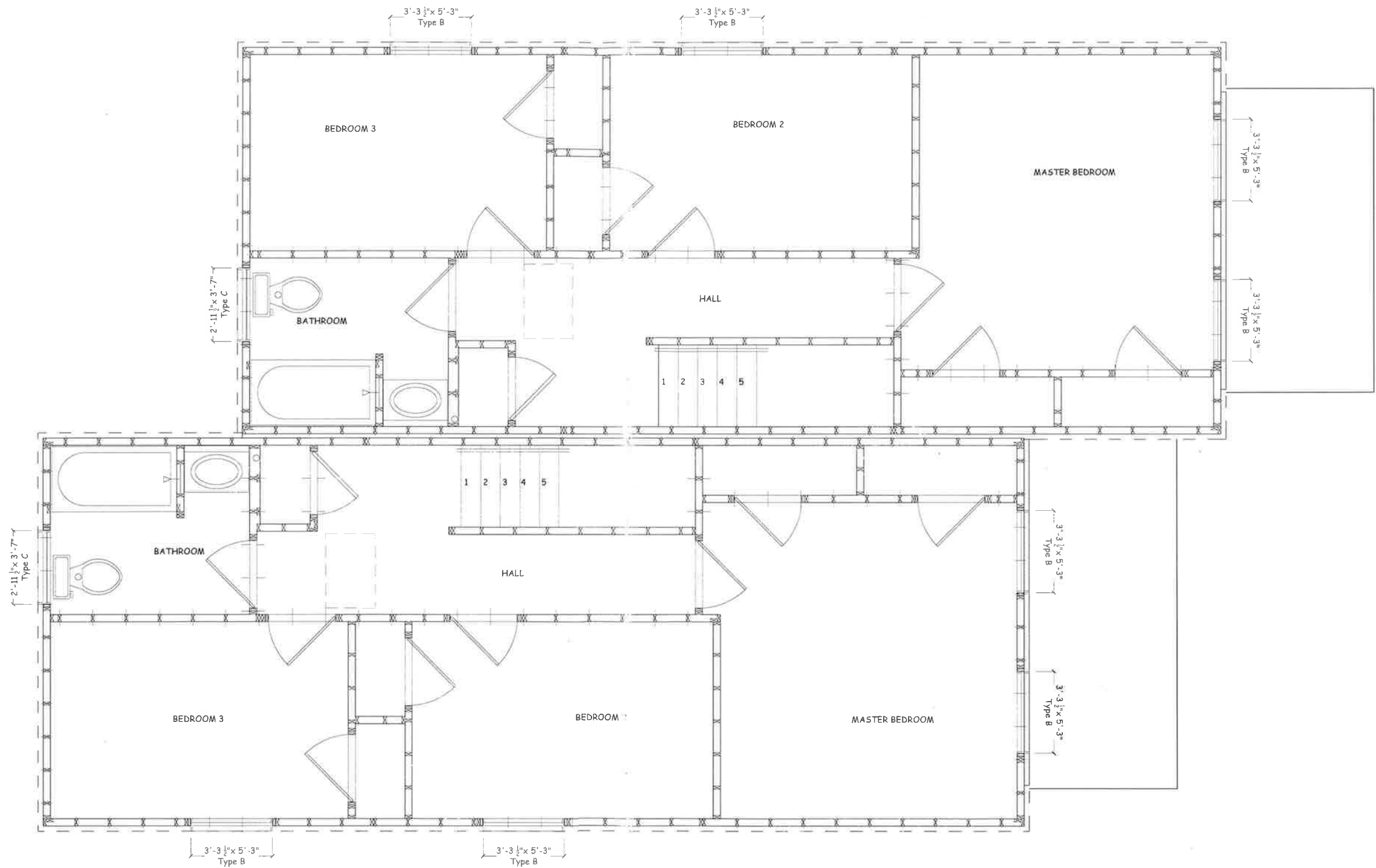
PROGRESS PRINT
- 03-08-2022 -

GRAPHIC SCALE











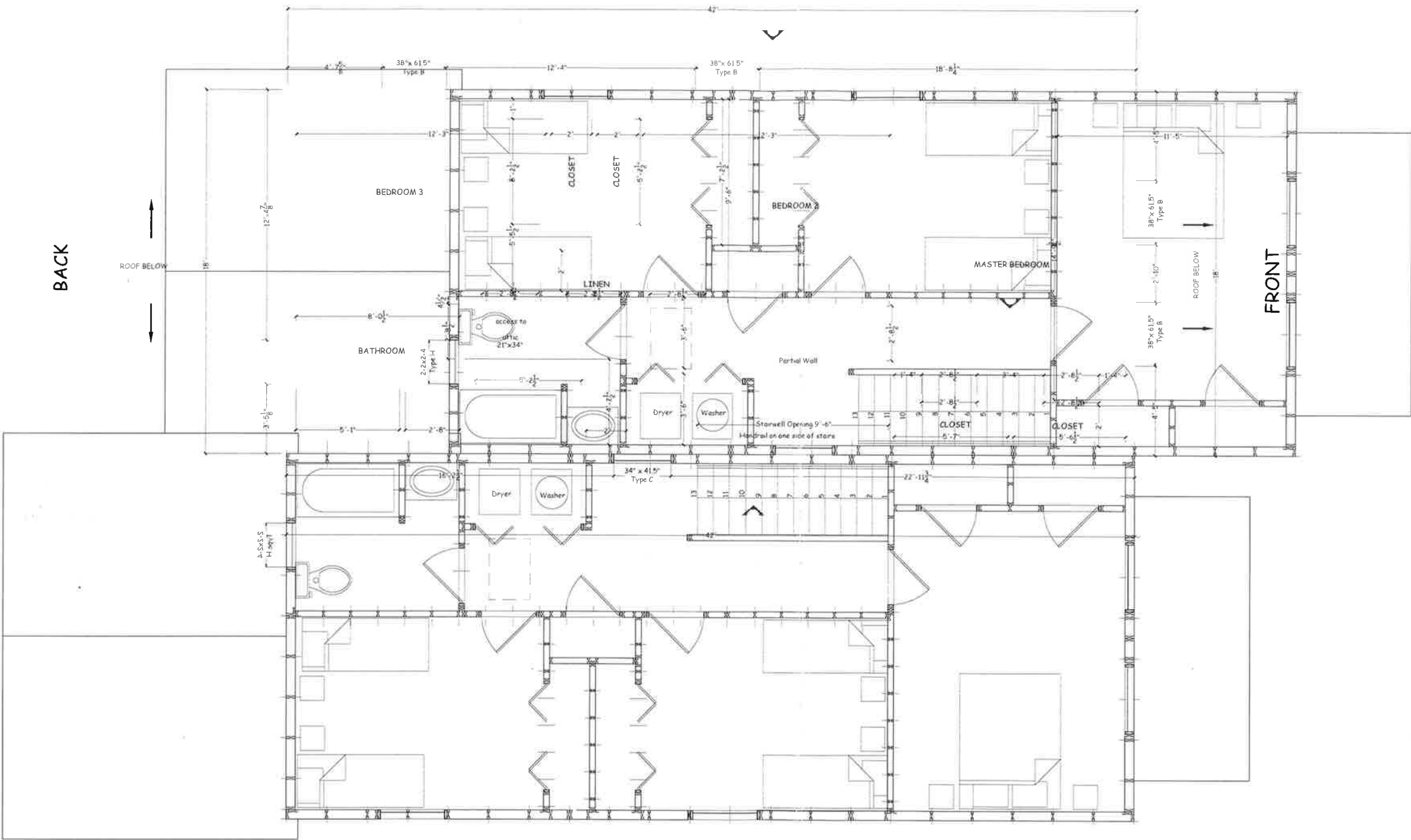


Habitat for Humanity of CFC

www.habitatcfc.org

DATE: MARCH 15, 2022

S1.1



Standard Habitat CFC two-family home construction budget

Cost Description	Construction Budget; Two-family home
Sitework	17,000
Grading & Drainage	16,000
Landscaping	2,800
Hardscape	10,000
Water / Sewer	12,000
Foundation	25,000
Steel Fencing	4,300
Trim	9,000
Straps, Clips, Holddowns	2,500
Floor Framing	11,000
Wall Framing	8,500
Roof Trusses	6,000
Cabinets & Vanities	4,000
Countertops	2,000
Building Insulation	5,500
Roofing	6,800
Siding	5,000
Flashings & Gutters	2,500
Doors	5,000
Windows	8,200
Drywall	13,000
Flooring	5,700
Paint	2,200
Residential Appliances	3,800
Plumbing Rough	15,000
Furnace/Hot Water Tank	10,000
Plumbing Finish	7,000
Plumbing Fixtures	2,500
Electric Rough	13,000
Electric Finish	3,600
Lighting Fixtures	2,000
Monthly Util Expenses	2,200
Energy Star Ratings	
Permits	6,900
Total Improvements. Two-family home	250,000
Construction Labor & Management, Two-family home	60,000
Total Construction Budget, Two-family home	310,000

2021-2023 Proposed Build Schedule

Property	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24
244 Greenfield St (Fairfield)	Survey work	Design work	Zoning hearings TBD & permitting					Site clearing	Site work	Foundation installed	Framing	Framing	Exterior Shell	Siding	Trades	Insulation	Interior Paint/floor	Trim	Interior finishes	Landscape	Constr complete	Sale to FHO
246 Greenfield St (Fairfield)	Survey work	Design work	Zoning hearings TBD & permitting					Site clearing	Site work	Foundation installed	Framing	Framing	Exterior Shell	Siding	Trades	Insulation	Interior Paint/floor	Trim	Interior finishes	Landscape	Constr complete	Sale to FHO
248 Greenfield St (Fairfield)	Survey work	Design work	Zoning hearings TBD & permitting					Site clearing	Site work	Foundation installed	Framing	Framing	Exterior Shell	Siding	Trades	Insulation	Interior Paint/floor	Trim	Interior finishes	Landscape	Constr complete	Sale to FHO
250 Greenfield St (Fairfield)	Survey work	Design work	Zoning hearings TBD & permitting					Site clearing	Site work	Foundation installed	Framing	Framing	Exterior Shell	Siding	Trades	Insulation	Interior Paint/floor	Trim	Interior finishes	Landscape	Constr complete	Sale to FHO

150 Villa Avenue property acquisition

The Town of Fairfield is seeking to acquire the property at 150 Villa Avenue as part of an overall strategy to mitigate flooding in the Rooster River watershed. The subject property is 3.8 acres in size and is located on the northerly side of Villa Avenue approximately 500 feet westerly of Brooklawn Avenue. The Town has a purchase agreement for the property for \$400,000 and the Tax Assessor's appraised value of the property is \$418,100.

The consulting firm of Milone and MacBroom prepared a study of potential sites for storm water detention within the watershed and the subject parcel was identified as a potential target. According to the report, roadway flooding has been reported to the north of the site along Algonquin Road. Two existing drainage systems in Algonquin Road discharge southerly via underground pipes through the subject parcel. Although this site is not a prime candidate for storm water detention, acquisition of the site would allow for drainage improvements that would improve water quality and help reduce localized flooding conditions. The report suggests relocating outlets and day-lighting channels flowing through the site may alleviate the Algonquin Road flooding. The relevant pages of the report are attached.

This parcel would also provide access to the adjacent Villa Avenue bridge culvert for any future maintenance or replacement.

For the above reasons, the Town seeks a recommendation from the TPZ Commission, pursuant to Section 8-24 of the CT General Statutes regarding the acquisition of this property.

In the fall of 2021, Town bodies approved \$3.25M in ARPA funding for Rooster River improvements, and this proposal is part of the funding pool. There is broad community support for the improvements.

In addition, the current property owner has applied for a 3-lot subdivision for the subject site with the intention to donate the parcels to the Town upon approval. The purchase agreement reflects the present value of the land in its un-subdivided state. Therefore the increased value of the land, should it receive subdivision approval, would represent a donation to the Town from the present owner.

A fully engineered subdivision plan has been submitted showing 3 lots that meet all of the design standards of the Residence A Zone. The Minimum A zone lot area is 9,375 square feet. The proposed lots are 41,086, 24,862 and 17,816 square feet respectively. The Engineering Dept. has reviewed the plans and the Conservation Commission has approved Inland Wetland permit WP-22-158 for the proposed subdivision.



Town of Fairfield

Office of the First Selectwoman

Brenda L. Kupchick
First Selectwoman
203-256-3030

725 Old Post Road
Fairfield, CT 06824
bkupchick@fairfieldct.org

August 3, 2022

Dear Chairman Noonan and Members of the Town Plan & Zoning Commission:

The Town of Fairfield is seeking to acquire the property at 150 Villa Avenue as part of an overall strategy to mitigate flooding in the Rooster River watershed. The subject property is 3.8 acres in size and is located on the northerly side of Villa Avenue approximately 500 feet westerly of Brooklawn Avenue. The Town has a purchase agreement for the property for \$400,000 and the Tax Assessor's appraised value of the property is \$418,100.

The consulting firm of Milone and MacBroom prepared a study of potential sites for storm water detention within the watershed and the subject parcel was identified as a potential target. According to the report, roadway flooding has been reported to the north of the site along Algonquin Road. Two existing drainage systems in Algonquin Road discharge southerly via underground pipes through the subject parcel. Although this site is not a prime candidate for storm water detention, acquisition of the site would allow for drainage improvements that would improve water quality and help reduce localized flooding conditions. The report suggests relocating outlets and day-lighting channels flowing through the site may alleviate the Algonquin Road flooding. The relevant pages of the report are attached.

This parcel would also provide access to the adjacent Villa Avenue bridge culvert for any future maintenance or replacement. The Town is partnering with the Aspetuck Land Trust on the portion of the property not being utilized for flood detention.

For the above reasons, the Town seeks a recommendation from the TPZ Commission, pursuant to Section 8-24 of the CT General Statutes regarding the acquisition of this property.

Sincerely,

A handwritten signature in blue ink that reads "Brenda".

Brenda L. Kupchick
First Selectwoman

ROOSTER RIVER DETENTION FEASIBILITY ASSESSMENT

Fairfield, Connecticut

February 22, 2019, Revised April 15, 2019

MMI #1342-28-02

INTRODUCTION

The Rooster River is a 15-mile river in southern Connecticut whose headwaters originate in Trumbull and whose watershed includes large portions of the towns of Fairfield and Bridgeport, Connecticut. Its main tributaries include Horse Tavern Brook in Trumbull and Londons Brook in Fairfield. The downstream-most portion of the Rooster River becomes tidally influenced as it flows southerly beneath State Route 1 and becomes the Ash Creek tidal estuary. A watershed map is provided in Figure 1.

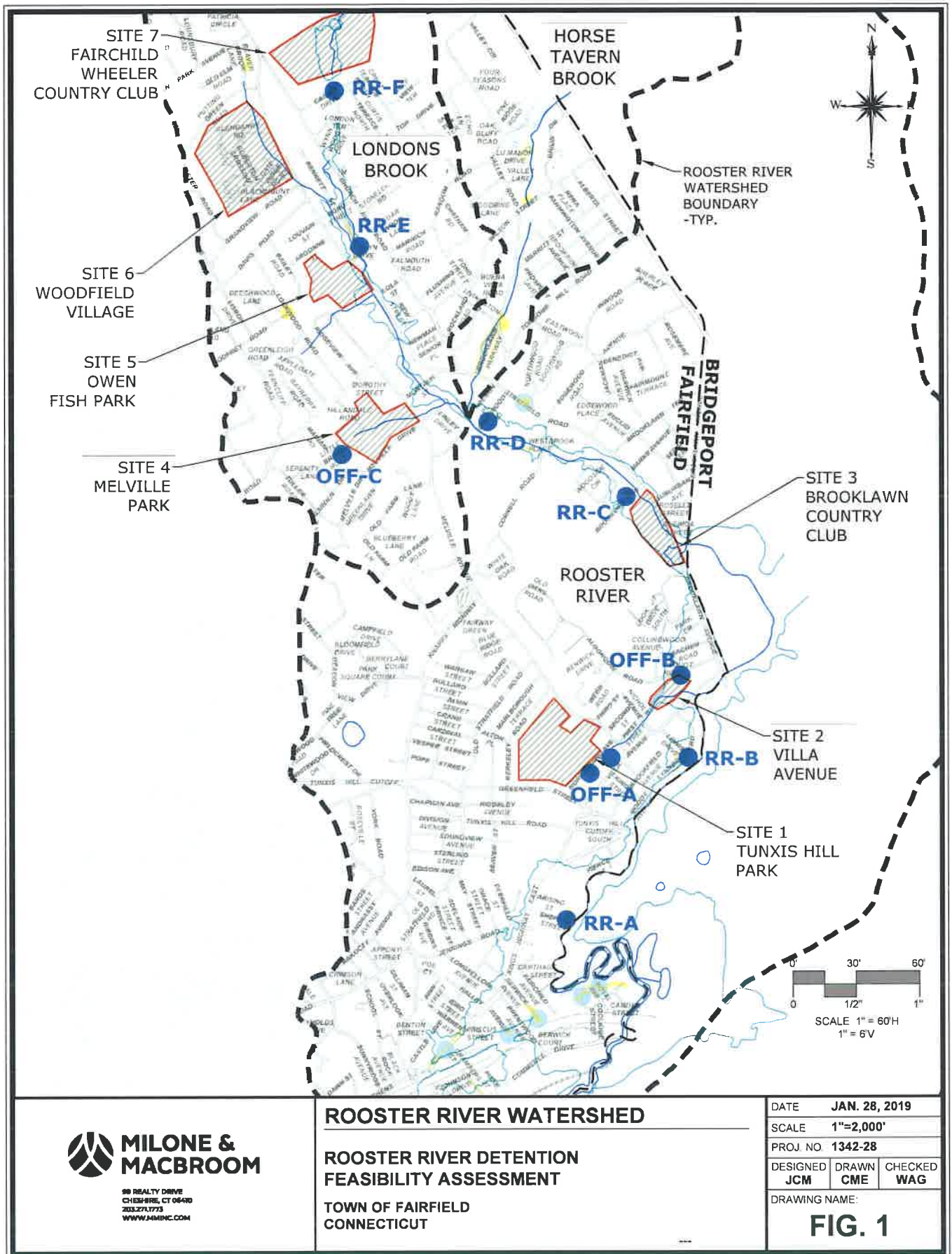
The Rooster River watershed has become very densely developed, and reports of flooding along its course have increased in frequency and severity. In an effort to mitigate flooding along the Rooster River, Milone & MacBroom, Inc. (MMI) was retained by the Town of Fairfield to evaluate the feasibility of creating floodwater detention areas on open sites within the Rooster River watershed. The goal of adding detention to these sites is to attenuate flood flows downstream of the sites and reduce the frequency and severity of flooding along the Rooster River. Seven sites were identified by the town as candidates for possible detention creation. The intent of this study is to provide a high-level feasibility assessment of those seven identified sites relative to their suitability for use as a detention area. Figure 1 presents the location of the seven sites, outlined in red.

OVERALL ASSESSMENT

This assessment will evaluate each site relative to its suitability for use as a detention area. Detention areas provide temporary storage for excess runoff, delaying its release to downstream areas and reducing downstream peak flow rates. The size and volume of a detention area determine its potential ability to reduce downstream peak flow rates. Detention within a watershed also has the ability to worsen flooding conditions depending upon its location within the watershed and the timing with which flooding occurs. Therefore, it is important to fully understand the effects of any proposed detention area in a watershed before implementing such a project.

Preliminary data for each of the seven sites was evaluated including constructability, impact on the existing land use, soil types, available storage, and impact on overall flow rates. Hydrologic data such as contributing watershed size, timing, and peak-flow estimations at each possible detention site were also evaluated in this study, but detailed evaluation would require a full analysis and detention basin design to be developed. Therefore, a hydrology-based approach to approximate the detention basin characteristic was used to develop these initial assessments. The time of concentration at each potential detention site was estimated and compared with the overall time of concentration of the Rooster River to qualitatively assess whether detention at the location would be helpful or would worsen flooding.

Recommendations were developed based upon typical watershed performance and rely extensively on existing, readily available data from public sources such as the United States Geological Survey (USGS) stream gauge on the Rooster River, precipitation data from Sikorsky Memorial Airport, USGS *StreamStats* information, and past studies of the watershed performed by Tighe and Bond and Fuss & O'Neill.



Drawing: V:\DESIGN\1342-28-02\CON\WC MAP.DWG Layout: T04.F01

Plotted by: JAMESW On this date: Fri, 2019 March 1 - 9:40am

Site 2 – Sinnott Property at 150 Villa Avenue

A privately owned undeveloped parcel between Villa Avenue and Algonquin Road was identified as a possible candidate for the creation of a detention area. The parcel is located just upstream of where the same tributary flowing through Tunxis Hill Park discharges into the Rooster River. The parcel is undeveloped, wooded, and primarily forested wetland. Figure 6 provides an aerial view of the site under existing conditions.

Roadway flooding has been reported to the north of the property along Algonquin Road. Two existing drainage systems in Algonquin Road discharge southerly via underground pipes through the subject parcel. One drainage system directly connects to Villa Avenue before discharging to the tributary beneath Villa Avenue, and the other drainage system connects to an open-top concrete junction chamber in the middle of the subject property, directly upstream of where the tributary flows beneath Villa Avenue before combining with the Rooster River. Data was collected for the parcel relative to its suitability as a detention site. A summary of the data collected for the site is provided below.

TABLE 10
Site 2 – Detention Basin Suitability

Storage Volume (% of 10-Year Flow)	Soils Suitable for Infiltration	Impacts on Private Property	Impacts on Current Land Use	Location in Watershed	Effective Flood Mitigation	Regulated Resource Impacts
< 1%	Poorly drained	Yes	Yes, Forested	Low	Unknown	High

Homes that are located in the floodplain about the property on all sides. The parcel and its surrounding area are relatively flat, and the abutting homes are very close in elevation to the subject parcel. If the parcel were modified to detain additional floodwaters, flooding could be worsened at the nearby homes. In order to create detention volume on the site without increasing flooding on abutting properties, some or all of the parcel would have to be excavated.

Excavation poses two significant problems to the creation of detention. The presence of wetlands throughout the site indicates that the site is likely to have a high groundwater table. Standing water in a detention basin occupies the volume intended to be used for detention, making it ineffective at storing floodwaters. It is also unlikely that the clearing and excavation of wetland would be allowed through the local, state, and federal regulatory programs to which such a project would be subject.

The Sinott property is primarily wooded with a small successional wetland area located in the northern portion of the parcel, adjacent to the rear yards of homes along Algonquin Road. The property consists of approximately 600-feet of open channel of an unnamed tributary to the Rooster River and adjacent palustrine wetlands. The unnamed tributary exits the property at the southern property line via a culvert beneath Villa Avenue to confluence with the Rooster River proper approximately 150-feet from the site. As described above, concept detention designs on this site would involve significant clearing and excavation of wetlands to gain a modest flood storage capacity. Given that other sites are available to provide this flood storage capacity, it is likely that the wetland impact would be considered avoidable and thus difficult to permit.

Drawing: C:\Users\jmacbroom\Documents\1342-28\1342-28.dwg User: jmacbroom Date: 04/10/2019

Plotted by: JMACB On the date: Wed, 2019 Apr 10 - 4:24pm



88 REALTY DRIVE
CHESHIRE, CT 06830
TEL: 203.261.1111
WWW.MILONE.COM

DATE	APRIL 10, 2019
SCALE	N.T.S.
PROJ. NO	1342-28
DESIGNED	JCM
DRAWN	CME
CHECKED	WAG

SITE 2 - SINNOTT PROPERTY

AT 150 VILLA AVENUE
ROOSTER RIVER DETENTION FEASIBILITY ASSESSMENT
TOWN OF FAIRFIELD
CONNECTICUT

REVISED: —

DRAWING NAME:

FIG6

For these reasons, further assessment of the construction of a detention area at Site 2 is not recommended.

However, given the poor performance of the drainage systems along Algonquin Road, it is recommended that rerouting of the outfalls of those systems be pursued instead. It is unclear based upon the current information if there is sufficient elevation difference to achieve minimum slopes on a new drainage system outfall, but all elements of the existing storm drainage system should be surveyed and used to develop a hydraulic analysis of the system. Design of relocated outlets and day-lit channels flowing through the subject parcel may alleviate most or all of the flooding being reported at Algonquin Road. If the analysis finds that the Rooster River backwaters the drainage system, outlet control check valves can be used to prevent the backflow of floodwaters up through the roadway drainage systems. A sketch of this concept is appended to this report.

150 VILLA AVENUE

Location 150 VILLA AVENUE

Mblu 33/ 75/A / /

Acct# 01883

Owner SINNOTT BENEDICT &
VANESSA (SV)

Assessment \$292,670

Appraisal \$418,100

PID 2307

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2021	\$0	\$418,100	\$418,100

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$0	\$292,670	\$292,670

Owner of Record

Owner SINNOTT BENEDICT & VANESSA (SV)
 Co-Owner
 Address 91 ALGONQUIN ROAD
 FAIRFIELD, CT 06825-1901

Sale Price \$207,500
 Certificate
 Book & Page 4957/0179
 Sale Date 03/13/2013
 Instrument 00

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
SINNOTT BENEDICT & VANESSA (SV)	\$207,500		4957/0179	00	03/13/2013
BRIDGEPORT R C DIOCESAN CORP	\$0		0321/0162		

Building Information**Building 1 : Section 1**

Year Built:
 Living Area: 0
 Replacement Cost: \$0
 Building Percent Good:
 Replacement Cost
 Less Depreciation: \$0

Building Photo

Building Attributes

Field	Description
Style:	Vacant Land
Model	
Grade:	
Stories:	
Occupancy	
Exterior Wall 1	
Exterior Wall 2	
Roof Structure:	
Roof Cover	
Interior Wall 1	
Interior Wall 2	
Interior Flr 1	
Interior Flr 2	
Heat Fuel	
Heat Type:	
AC Type:	
Total Bedrooms:	
Total Bthrms:	
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	
Kitchen Style:	
Num Kitchens	
FCPZ	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	



(https://images.vgsi.com/photos2/FairfieldCTPhotos/A0077IMG_7447_77926.JPG)

Building Layout

(ParcelSketch.ashx?pid=2307&bid=2251)

Building Sub-Areas (sq ft)
No Data for Building Sub-Areas

Extra Features

Extra Features
No Data for Extra Features

Land

Land Use

Use Code 1300
Description Res AcLnDv
Zone A
Neighborhood 0090
Alt Land Appr No

Land Line Valuation

Size (Sqr Feet) 165092
Depth 0
Assessed Value \$292,670
Appraised Value \$418,100

Category

Outbuildings

Outbuildings	Legend
No Data for Outbuildings	

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2020	\$0	\$418,100	\$418,100
2019	\$0	\$358,400	\$358,400
2018	\$0	\$358,400	\$358,400

Assessment			
Valuation Year	Improvements	Land	Total
2020	\$0	\$292,670	\$292,670
2019	\$0	\$250,880	\$250,880
2018	\$0	\$250,880	\$250,880

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**JAMES A. MILLER, JR., LLC
COUNSELLOR AT LAW
148 SOUTHPORT WOODS DRIVE
SOUTHPORT, CT 06890**

February 23, 2022

JAMES A. MILLER, JR. LLC

TELEPHONE: 203-256-3700
FAX: 203 255 5957
jmiller@jimmillerlaw.com

LETTER AGREEMENT

Agreement made this day of March, 2022 by and between Benedict Sinnott and Vanessa Sinnott formerly of Fairfield, CT hereinafter designated as the "Donor", and the Town of Fairfield, a municipality located in the County of Fairfield, hereafter designated as the "Donee"

WHEREAS, the Donor owns a piece or parcel of real estate commonly known as, 150 Villa Avenue, Fairfield, CT, which is currently the subject of various applications for Subdivision Approval and

WHEREAS, the Town of Fairfield is desirous of acquiring the premises at 150 Villa Avenue for inclusion in the CAPITAL ROOSTER RIVER IMPROVEMENT PROJECT ('RRIP').

Therefore, it is agreed that for mutual promises made and consideration given the parties to this Agreement will proceed as follows:

1. The Donor will file all necessary subdivision of 150 Villa Avenue and will pursue said applications until the approval application is completed.
2. The Donor, upon receipt non-appealable approval of the subdivision, will donate the three approved lots to the Town of Fairfield by Warranty Deed.
3. The Warranty Deed will contain a restriction that no building or structure will be placed on any portion of said lots except those improvements necessary for the RRIP

THE GREATER BRIDGEPORT BAR ASSOCIATION, INC.
STANDARD FORM RESIDENTIAL REAL ESTATE SALES AGREEMENT
(Revised and adopted November 10, 2009)

AGREEMENT made as of the day of **March** , 2022 BETWEEN **BENEDICT SINNOTT AND VANESSA SINNOTT** hereinafter referred to as the SELLER, whether one or more), and **TOWN OF FAIRFIELD, A MUNICIPALITY LOCATED IN THE COUNTY OF FAIRFIELD AND STATE OF CONNECTICUT** (hereinafter referred to as the BUYER, whether one or more),

WITNESSTH:

1. **PROPERTY.** The SELLER, in consideration of the purchase price hereinafter specified, hereby agrees to sell and convey, and the BUYER hereby agrees to purchase the real property commonly known as **150 VILLA AVENUE, FAIRFIELD** and specifically described in Schedule A attached hereto (the "Premises") subject to the encumbrances and exceptions to title set forth or referred to in paragraph 6(e) and Schedule A (legal description and exceptions, if any) attached hereto.

2. **CONSIDERATION.** The purchase price is **FOUR HUNDRED THOUSAND and 00/100 (\$ 4000 ,000.00)** which the BUYER agrees to pay as follows:

- | | |
|---|----------------------|
| (a) As a part of the deposit heretofore paid, receipt of which is hereby acknowledged, subject to collection. | \$ 0 |
| (b) As the balance of the deposit before MARCH 31,2022 or upon the signing of this Agreement, receipt of which is hereby acknowledged, subject to collection; | \$ 40,000. |
| (c) Upon the delivery of the deed, by certified check or official bank check drawn on a bank which is a member of the New York Clearing House, or wire transfer the proceeds of which are immediately available to SELLER (this amount may vary depending on adjustments pursuant to this Agreement); | \$ 360,000.00 |

TOTAL \$400,000.00

All checks to be made payable to James A. Miller, Jr. Trustee.

Any deposit made hereunder shall be paid to the SELLER's attorney who shall hold the same in escrow subject to the terms and conditions hereof and release same to SELLER at the time of closing or to the party entitled thereto upon sooner termination of this Agreement. Any other deposits held by other parties shall immediately be forwarded to SELLER's attorney to be held under the same conditions. Prior to any release of the funds to either party for any reason other than a closing, SELLER's attorney shall provide not less than seven (7) days notice to both parties. If there is a dispute as to the deposit the SELLER's attorney may pay the deposit into court by interpleader or other appropriate action whereupon the SELLER's attorney shall be relieved of all further obligation.

Mortgage company checks or similar holding company checks, unless certified, DO NOT represent immediate funds and will not be accepted at the time of closing. Trustee checks are NOT satisfactory funds for any payment required by this Agreement at the time of closing. In the event SELLER or his attorney accepts BUYER's attorney's trustee check in lieu of other funds, BUYER agrees that no stop payment order or direction will be issued with respect to such check(s). This provision shall survive the closing.

BUYER'S attorney shall tender to SELLER separate cashier's check(s), bank treasurer certified check(s) or wire transfer(s), at SELLER'S discretion, for payoff of SELLER'S mortgage obligation(s), if any, in accordance with the GBBA Real Estate Closing Customs; the balance of funds due to be paid at closing in accordance with Paragraph 2d of the Agreement.

3. **DEED.** The SELLER, on receiving the total purchase price, shall, at the SELLER's cost and expense, execute, acknowledge, and deliver to the BUYER, or BUYER's permitted assigns, the usual Connecticut full covenant Warranty Deed (or appropriate Fiduciary's Deed) in proper form, to convey to the BUYER, or BUYER's permitted assigns, the fee simple of the Premises, free of all encumbrances except as aforesaid. The SELLER shall thereupon pay all real estate conveyance taxes and shall complete and deliver to the BUYER the conveyance tax forms.

4. **CLOSING.** The deed shall be delivered at the offices of the SELLER's attorney, **James A. Miller, Jr. 148 SOUTHPORT WOODS DRIVE, SOUTHPORT CT**, provided said office is in Fairfield County Connecticut, or at such place in Fairfield County, Connecticut, as may be designated by the BUYER's lending institution on **A DAY WITHIN 21 DAYS OF FINAL NON-APPEALABLE OF THE SUBDIVISION APPLICATION FOR THE SUBJECT PREMISES** or sooner by mutual agreement of the parties hereto.

5. **FIXTURES.** (a) Included in this sale, for the aforesaid purchase price, are the following items, all of which items the SELLER represents are owned by SELLER, not leased, and free from security interests, liens, and other encumbrances, insofar as any of them are now located on the Premises, in their present "AS IS" condition, normal wear and tear excepted: heating, cooling, electrical and plumbing systems and fixtures, electric light fixtures, stove, storm windows and doors, screens and screen doors, window shades, venetian blinds, curtain rods, awnings, exterior television antennae, weathervanes, mail box(es), all pool equipment, garage door openers with remotes, and existing plants and shrubbery, together with **all as currently on premises.**

(b) Included in the sale are fixtures which are defined as personal property that have become so attached to the real property that they are not readily removable having become fixed, e.g. by nail, screw, bolt, glue, etc.

(c) Specifically **excluded** from the sale are **N/A**

(d) If any fixtures are leased, the leased item, and corresponding name and contact information of the lessor
is _____ as _____ follows:

6. **TITLE.** (a) If, upon the date for the delivery of the deed as hereinafter provided, the SELLER shall be unable to deliver or cause to be delivered a deed or deeds conveying a good and marketable title to the Premises, subject only to the items set forth in Schedule A and Paragraph 6(e) hereof, then the SELLER shall be allowed a reasonable postponement of closing not to exceed thirty (30) days, or such shorter time as may be within the term of the BUYER's mortgage commitment, within which to perfect title. If at the end of said time the SELLER is still unable to deliver or cause to be delivered a deed or deeds conveying a good and marketable title to said Premises, subject as aforesaid, then the BUYER may elect to accept such title as the SELLER can convey, without modification of the purchase price, or may reject such title. Upon such rejection, all sums paid on account hereof, together with any expenses actually incurred by the BUYER, which expenses, however, shall be limited in the aggregate so as not to exceed the gross premium cost of fee title insurance based on the amount of the purchase price, for attorneys' fees, nonrefundable fees of lending institutions, survey costs and inspection fee, shall be paid to the BUYER without interest thereon. Upon receipt of such payment, this Agreement shall terminate and the parties hereto shall be released and discharged from all further claims and obligations hereunder.

(b) The title herein required to be furnished by the SELLER shall be marketable, subject only to the items set forth in Schedule A and Paragraph 6(e) hereof, and the marketability thereof shall be determined in accordance with the Standards of Title of the Connecticut Bar Association now in force. Any and all defects in or encumbrances against the title, which come within the scope of said Title Standards, shall not constitute valid objections on the part of the BUYER, if such Standards do not so provide, and provided the SELLER furnishes any affidavits or other instruments which may be required by the applicable Standards, and further provided title will be insurable at standard premiums by a title insurance company licensed in the State of Connecticut.

(c) **NO VIOLATIONS:** The SELLER represents that the Premises and the present use thereof are not in violation of any governmental rules, codes, permits, regulations or limitations, unless same have become legally nonconforming, and there are no violations of any restrictive covenant, agreement or condition subject to which title to the Premises is be conveyed in accordance with the terms hereof. Between the date of this Agreement and the date of closing the SELLER will not do anything or allow anything to be done on or about the Premises which will result in any such violation. The SELLER represents that SELLER has not received any notice of zoning or building violations and that there has been no attempt to enforce same against the SELLER during the time in which the SELLER has owned the Premises. SELLER represents that SELLER has no knowledge of any special assessments levied or to be levied against the Premises, which are not yet a lien on the Premises and has no knowledge of any existing improvements or work done on the Premises which may result in special taxes or assessments to be paid thereon.

(d) **RELEASE OF MORTGAGES:** Notwithstanding anything to the contrary contained in this Agreement or any riders attached hereto, in the event SELLER'S title is encumbered by mortgage lien(s) for which SELLER'S

attorney is unable to deliver release(s) of mortgage(s) at closing, the parties shall close the transaction, provided that the following procedure is followed with respect to each mortgage lien: (a) the SELLER'S attorney shall provide to the BUYER'S attorney the following documents at the time of closing: SELLER'S indemnification letter in the form provided by the Greater Bridgeport Bar Association Closing Customs, copy of mortgage payoff statement provided by the mortgagee, mortgage payoff transmittal letter issued by the SELLER'S attorney in the form provided by the Greater Bridgeport Bar Association Closing Customs, and a copy of the overnight airbill for transmittal; (b) the SELLER'S attorney, upon receiving the release of mortgage from the mortgagee, shall send it, with payment for the recording fee, to the BUYER'S attorney who shall then record the release of mortgage; (c) if SELLER has not obtained such release within sixty (60) days after closing, the SELLER'S attorney and BUYER'S attorney shall take all necessary steps towards compliance with the Section 49-8a of the Connecticut General Statutes for the purpose of filing a statutory affidavit in lieu of release of mortgage should such filing become necessary; (d) with respect to an equity line of credit, in addition to the aforesaid requirements, the SELLER'S attorney shall notify the lender to terminate all future borrowing rights as the time at which the payoff statement is requested, a copy of this notification shall be provided to BUYER at closing; (e) in the event BUYER'S title insurance company will not issue a fee policy at no additional premium taking no exception for said mortgage or mortgages, or which provides affirmative coverage against lost or damage by reason of said unreleased mortgage or mortgages, BUYER shall not be obligated to proceed to closing; and (f) the provisions of this paragraph 6(d) shall survive the closing.

(e) EXCEPTIONS TO TITLE: The Premises will be conveyed to and accepted by the BUYER subject to:

(i) Any and all zoning and/or building restrictions, limitations, regulations, ordinances, and/or laws; any and all building lines; and all other restrictions, limitations, regulations, ordinances and/or laws imposed by any governmental authority and any and all other provisions of any governmental restrictions, limitations, regulations, ordinances and/or public laws, provided the Premises are not in violation of same at the time of closing.

(ii) Real Property Taxes on the Current Grand List and any and all existing tax payments, municipal liens and assessments, coming due on or after the date of closing; the BUYER shall by acceptance of the deed assume and agree to pay, any and all such tax payments, liens and assessments which may on or after the date hereof be assessed, levied against or become a lien on the Premises.

(iii) Any state of facts which a survey and/or physical inspection of the Premises might reveal, provided same do not render title unmarketable (such exception is for purposes of this Agreement only and shall not be included in the deed, unless it was in the deed which SELLER received upon purchasing the property).

(iv) Common law, riparian or littoral rights of others and/or other rights, if any, in and to any natural watercourse or body of water flowing through or adjoining the Premises, and all statutory and other rights of others in and to any such watercourse or body of water.

(v) Unless otherwise specifically agreed between the parties in writing, any municipal assessment and/or lien other than taxes shall be paid on a current basis by the SELLER and the balance assumed by the BUYER at closing.

(vi) Such encumbrances as shown on Schedule A, if any.

(vii)

7. **LIEN.** All sums paid on account of this Agreement and the reasonable expenses as set forth in Paragraph 6 or 11 hereof are hereby made liens on the Premises, but such liens shall not continue after default by the BUYER under this Agreement.

8. **CONDITION OF PREMISES**]. The BUYER agrees that he has inspected said Premises, is satisfied with the physical condition thereof and agrees to accept at closing the Premises in the condition that it was in at the time that all the Buyer's building inspections were completed, on an "as is" basis, reasonable wear and tear excepted, subject to the provisions of Paragraph 11 hereof. SELLER represents that all appliances and systems on the Premises (including the furnace, heating and air conditioning systems and any appliances included in the sale) are in working order and will be in the same condition at the time of closing as they were on the date that all the BUYER's building inspections were completed, reasonable wear and tear excepted. SELLER represents that the floor areas under any area rugs or furniture, and the wall areas behind any furniture, wall hangings or other objects, are of substantially the same condition and material as the floor and wall areas that are visible to inspection by BUYER without moving any of the foregoing, and there are no holes in the floors or walls hidden by the same, with the exception that reasonable nail holes shall be deemed to be acceptable. Neither SELLER nor SELLER's agents have made any representations or warranties as to said Premises on which BUYER has relied other than as expressly set forth in this Agreement. The SELLER agrees that the condition of the Premises shall be the same on the date of closing of title as of the date that all the BUYER's building inspections were completed, reasonable wear and tear excepted, subject to the provisions of Paragraph 11 hereof.

9. **BROKER(S).** The parties hereto agree NO broker(s) who negotiated the sale of the Premises, and the SELLER agrees to pay the commission for such services pursuant to separate agreement. This Agreement is consummated by the SELLER in reliance on the representation of the BUYER that no other broker or agent brought the Premises to the BUYER's attention or was, in any way, a procuring cause of this sale and purchase. The SELLER represents to the BUYER that no other broker or agent has any exclusive sale or exclusive agency listing on the Premises. The BUYER (jointly and severally, if more than one) hereby agrees to indemnify and hold harmless the SELLER against any liability by reason of the claim of any other broker or agent for a commission on account of this sale, provided that it is adjudged by a court of competent jurisdiction that a commission is due by reason of such other broker or agent being the procuring cause of this sale, said indemnity to include all costs of defending any such claim, including reasonable attorney's fees. In the event of any such claim, SELLER shall promptly notify BUYER, and BUYER shall have the right, but not the obligation, to assume the defense of such claim. The provisions of this paragraph shall survive the closing.

10. **APPORTIONMENT.** Real estate taxes, fire district taxes, sewer taxes, sewer assessments and sewer use charges or other municipal assessments, water charges, rents, service contracts, dues and ordinary assessments of private associations, and common charges, if any, shall be apportioned over the fiscal period for which levied. BUYER shall reimburse SELLER at closing for any fuel remaining on the Premises at then market rates. All adjustments shall be apportioned in accordance with the custom of the Bar Association of the community where the Premises are located. Condominium special assessments due and payable prior to the date set forth in Paragraph 4 of this Agreement shall be SELLER's responsibility. Any errors or omissions in computing apportionment or other adjustments at closing shall be corrected within a reasonable time following the closing. The preceding sentence shall survive the closing.

11. **RISK OF LOSS.** The risk of loss or damage by fire or other casualty to the buildings on the Premises until the time of the delivery of the deed is assumed by the SELLER. Throughout the period between the date of this Agreement and the delivery of deed, SELLER shall continue to carry his existing fire and extended coverage insurance on the buildings on the Premises. In the event that such loss or damage does occur prior to the delivery of the deed, the SELLER shall immediately notify Buyer and shall be allowed a reasonable time thereafter, not to

exceed thirty (30) days from such loss or damage or such shorter time as may be within the term of BUYER's mortgage commitment, within which to repair or replace such loss or damage to the Buyer's reasonable satisfaction. In the event the SELLER does not repair or replace such loss or damage within said time, the BUYER shall have the option:

(a) Of terminating this Agreement, in which event all sums paid on account hereof, together with any expenses actually incurred by the BUYER for attorneys' fees, nonrefundable fees of lending institutions, survey costs and inspection fees (in the aggregate not to exceed the cost of fee title insurance based on the amount of the purchase price), shall be paid to the BUYER without interest thereon. Upon receipt of such payment, further claims and obligations between the parties hereto, by reason of this Agreement, shall be released and discharged; or

(b) Of accepting a deed conveying the Premises in accordance with all the other provisions of this Agreement upon payment of the aforesaid purchase price and of receiving the benefit of all insurance moneys recovered or to be recovered on account of such loss or damage, to the extent they are attributable to loss or damage to any property included in this sale, less the amount of any moneys actually expended by the SELLER on said repairs.

The SELLER shall not be responsible for loss or damage to trees or other plantings due to natural causes.

12. **AFFIDAVITS.** The SELLER agrees to execute, at the time of closing of title, an affidavit, (a) verifying the non-existence of mechanics' and materialmen's lien rights, (b) verifying the non-existence of any tenants' rights, other than as set forth herein, (c) verifying the non-existence of any security interests in personal property and fixtures being sold with the Premises, (d) updating to the extent of SELLER's knowledge, any available survey, and (e) affirming that SELLER is not a "foreign person" pursuant to Internal Revenue Code Section 1445; together with any other affidavit reasonably requested by the BUYER's lender or title company as to facts within SELLER's knowledge.

13. **MAINTENANCE.** The grounds shall be maintained by the SELLER between the date of BUYER's signing hereof and the closing of title, including the mowing of lawns, the raking of fallen leaves, the removal of fallen trees and large branches (except in uncultivated areas), and the removal of snow and ice from walks and driveways. In the event there is a pool that has been opened prior to the closing, SELLER shall continue to perform normal maintenance of same.

14. **DELIVERY OF PREMISES.** The SELLER agrees to deliver, simultaneously with the closing of title, exclusive possession of the Premises (except as may be otherwise provided herein), broom-clean, free of all debris, litter and furnishings and shall deliver all keys in SELLER's possession to the BUYER. BUYER shall have the right to make a final inspection of the Premises prior to the closing of title.

15. **LIABILITY FOR DELAYED CLOSING.** In the event of a delay in closing as set forth herein, other than as provided for under the provisions of this Agreement, through no fault of the SELLER, beyond five (5) business days, then the BUYER will reimburse the SELLER from the sixth (6th) business day to the day of actual closing of title for the SELLER's carrying costs of said property, including taxes, mortgage interest, utilities and per diem interest on SELLER's equity in the Premises, which amount shall be calculated at the rate of 1/30th of 1% of the purchase price for each day of delay up to the actual date of closing. Further, in the event of a delay in the closing by more than five (5) business days, through no fault of the BUYER, SELLER shall reimburse the BUYER for carrying costs for temporary housing, temporary storage of personal property, living expenses and other miscellaneous expenses at the same per diem rate of 1/30th of 1% of the purchase price for each day of

delay from the sixth (6th) business day to the day of actual closing up to the actual date of closing. [For example, the per diem cost of a \$450,000 transaction would be \$150 per day.]

16. **DEFAULT.** If BUYER is in default hereunder, or, on or before the date of closing as set forth herein, indicates that BUYER is unable or unwilling to perform and SELLER stands ready to perform SELLER's obligations, SELLER's sole remedy shall be the right to terminate this Agreement by written notice to BUYER or BUYER's attorney and retain the down payment as reasonable liquidated damages for BUYER's inability or unwillingness to perform. It is the intention of the parties hereto freely to make advance provision on the date of this Agreement for such event in order (a) to avoid controversy, delay and expense, and (b) to specify now a reasonable amount agreeable to both for compensation to the SELLER for losses which may not be readily ascertainable or quantifiable, such as any of the following which might be necessary to place SELLER in the position SELLER would have been in had BUYER made timely performance: costs of carrying, maintaining, insuring and protecting the property; loss of interest income on the proceeds; loss of optimum market time, value and conditions; the uncertainty, delay, expense and inconvenience of finding a substitute buyer; additional commissions, fees, taxes and borrowing expenses to meet obligations entered into in anticipation of performance. In such event and upon SELLER's written notice of termination, the Premises shall be free of any claims or interest of the BUYER therein by virtue of this Agreement. If SELLER defaults hereunder, BUYER shall have such remedies as BUYER shall be entitled to at law or in equity, including, but not limited to, specific performance. However, failure to comply by the SELLER as a result of encumbrances or defects in title shall be governed by the provisions of Paragraph "6" of this Agreement and failure to comply as a result of risk of loss shall be governed by Paragraph "11" of this Agreement.

The foregoing notwithstanding, a delay in the closing occasioned by the SELLER, which results in either the loss of the BUYER'S mortgage commitment or an adverse change in the terms of such commitment shall entitle BUYER to rescind this Agreement and the SELLER shall forthwith refund all sums heretofore paid by the BUYER on account of the purchase price, whereupon all rights and liabilities of the parties hereto by reason of this Agreement shall terminate.

In no event shall the closing, or any extension thereof, take place later than four (4) weeks from the date of closing set forth in Paragraph 4 hereof, subject to the provisions of Paragraphs 6 and 11 of this Agreement. In the event closing has not taken place by the end of said four (4) week period, through no fault of the non-delaying party, the delaying party shall be deemed in default.

17. **MORTGAGE CONTINGENCY. INTENTIONALLY DELETED** This Agreement is contingent upon BUYER obtaining an unconditional written commitment for a loan, which commitment shall be subject only to such acts as shall be within Buyer's reasonable ability to perform, to be secured by a mortgage(s) on the Premises, in the amount of \$ **NA** from a lending institution or licensed mortgage broker, which loan(s) shall be for a term of not more than 30 years and shall bear interest at rate(s) then in effect at the institution where application is made and shall include such other terms and conditions as are imposed by such institution at the time BUYER makes such application(s). BUYER agrees to make prompt application(s) for such a loan(s) and to pursue said application(s) with diligence. If having done so, BUYER is unable to obtain such unconditional written commitment for such a loan on or before **N/A** and if BUYER so notifies SELLER or SELLER's attorney, **James A. Miller, Jr.**, in writing, at or before 5:00 p.m., on said date, then this Agreement shall be null and void and the BUYER shall be entitled to the immediate return by SELLER of all sums paid by the BUYER on account of this Agreement except for the sum of Three Hundred Fifty (\$350.00) Dollars towards the cost of preparation of this Agreement. If SELLER or SELLER's attorney does not receive such written notice at or before 5:00 p.m. on said date, this Agreement shall remain in full force and

effect. A denial of BUYER's mortgage application based upon the BUYER's inability to sell other real estate or another home, or a written commitment conditioned on the sale of other real estate or another home, shall NOT be deemed a denial of such mortgage application under this paragraph. In either of such events the BUYER shall not be entitled to terminate this Agreement nor be entitled to the return of any sums paid by the BUYER on account of this Agreement. Should the BUYER fail to comply with the foregoing requirements, this Agreement shall continue in full force and effect, and the rights and obligations of the parties shall be as if this paragraph did not appear in this Agreement.

18. PROPERTY CONDITION DISCLOSURE FORM. INTENTIONALLY DELETED

19. LEAD-BASED PAINT. By signing this contract, BUYER acknowledges that the lead paint contingency granted pursuant to 42 USC 4852d as set forth in the Lead Paint Disclosure report attached to this Agreement has been waived or has been satisfied, and that the BUYER has no further testing period for lead paint.

20. UTILITIES. The SELLER represents that no utility lines cross the property of an adjoining owner to serve the Premises unless specifically set forth in this Agreement, and that no utility lines cross the Premises and serve property of an adjoining owner unless specifically set forth herein.

21. BUILDING PERMITS. The SELLER represents that during SELLER's period of ownership, no work has been performed on the Premises for which a building permit has been required other than that for which building permits were obtained and for which Certificates of Occupancy have been issued.

22. INSULATION AND ASBESTOS. The SELLER represents that the Premises are not insulated in whole or in part with urea formaldehyde or any other type of foam insulation and do not contain any asbestos related material.

23. KNOWLEDGE OF HEARINGS. The SELLER represents that SELLER has neither knowledge nor notice of any pending public agency (including but not limited to Planning, Zoning, Inland Wetlands, etc.) hearings or appeals therefrom affecting the Premises or any abutting property and will promptly notify the BUYER if the SELLER receives notice or learns of any such hearings after the signing of this Agreement and prior to closing. If the purpose of such hearing would have an adverse effect on the property and/or BUYER's use and enjoyment thereof, either party can either: 1). Cancel this agreement; 2). Postpone closing date until after said hearing to determine if the requested use(s) or change(s) has/have been granted; or 3). Proceed to closing pursuant to the terms contained herein.

24. DELIVERY OF DOCUMENTS. The SELLER shall deliver to the BUYER prior to closing any documents, informational materials, building plans and any surveys in the SELLER's possession pertaining to the Premises, the appliances and the systems on the Premises.

25. BASEMENT AND ROOF. The SELLER represents that, during the period of the SELLER's ownership of the Premises, the basement has been free of any water except as disclosed herein, and represents that the roof currently is free of leaks.

26. SEPTIC. Unless, the premises are served by public sewer, the SELLER represents that the Premises are served by a septic tank and leaching fields located entirely within the Premises' lot lines, that said tank and fields serve no other Premises and that, during the SELLER's entire period of ownership, said septic system has required only normal maintenance and cleaning.

27. **WELL.** Unless the Premises are served by public water supply, the SELLER represents that the Premises are supplied by a well and pipes located entirely within the Premises' lot lines, that said well and pipes serve no other premises and that, during the SELLER's entire period of ownership, the well has produced sufficient clear and potable water for normal domestic use.

28. **UNDERGROUND STORAGE TANKS.** The SELLER represents that there are no above-ground or underground storage tanks on the Premises which leak or have leaked and that any such storage tank(s) are not currently in disrepair and SELLER has no knowledge of any underground storage tank(s), except as disclosed in the Property Condition Disclosure Form attached hereto. The SELLER further represents that the Premises are not contaminated by any oil, petroleum product or hazardous waste which, if known to the state and federal authorities, could result in remedial clean-up work and expense to the BUYER subsequent to the passing of title. In the event that any such Underground Storage Tank(s) (UST) was/were removed and/or abandoned by SELLER, or SELLER has knowledge of any such removal and/or abandonment, then SELLER shall provide to BUYER prior to closing of title any documentary evidence of such removal and/or abandonment, including but not limited to permitting, correspondence, testing data and/or results, disposal manifests, etc. that SELLER may possess. Further, SELLER represents that any such removal was done in accordance with all applicable state/town regulations by a company licensed to engage in the removal or abandonment of USTs, and that if the work was not done in accordance with applicable regulations by a licensed company, the SELLER shall provide BUYER reasonable soil testing and/or other inspections at SELLER's sole cost and expense, as shall be necessary to comply with such regulations.

29. **NON-MATERIAL FACT CONCERNING REAL PROPERTY.** The BUYER hereby advises the SELLER that knowledge of any non-material fact concerning real property, as defined in Connecticut General § 20-329cc *et seq* with regard to the Premises is important to his decision to purchase the Premises. The SELLER represents to BUYER that he has no knowledge of any non-material fact concerning real property, as defined in Connecticut General § 20-329cc *et seq* with regard to the Premises.

30. **NOTICES.** All notices under this Agreement shall be in writing and shall be delivered personally and receipted or shall be sent by facsimile transmission or registered or certified mail or by overnight courier, addressed to the attorney for the respective party. Notice signed by the respective attorneys shall be deemed sufficient within the meaning of this paragraph without the signature of the parties themselves.

Notices to the SELLER shall be sent to:

James A. Miller, Jr. Esquire

148 SOUTHPORT WOODS DRIVE, SOUTHPORT, CT

Tel. 203-256-3700

Fax 203-255-5957

Email -jmilller@jimmillerlaw.com

Notices to the BUYER shall be sent to:

JAMES BALDWIN, ESQ

1 ELIOT PLAC E, FAIRFIELD

31. **RIGHT TO WITHDRAW.** This Agreement shall not be considered or construed as an offer by the SELLER. The SELLER reserves the right to withdraw this proposed Agreement at any time prior to the signature by both parties hereto, receipt by the SELLER's attorney of the full payment of the deposit set forth herein, and delivery of a fully executed Agreement to the BUYER's Attorney.

32. **ASSIGNMENT.** This Agreement and BUYER'S rights hereunder may not be assigned by BUYER without the written consent of SELLER, and any purported assignment without such written consent shall be void and of no effect. Consent of the SELLER to assignment shall not unreasonably be withheld or delayed. Upon any effective assignment of BUYER's rights hereunder, BUYER and BUYER's assignee shall be jointly and severally liable hereunder, unless otherwise agreed by SELLER.

33. **IRS REPORTING COMPLIANCE.** Unless otherwise required by law or as set forth in a separate designation agreement, BUYER shall cause BUYER's attorney to comply with any reporting requirements of the Internal Revenue Service as to this transaction. The provisions of this paragraph shall survive the closing.

34. **ACCEPTANCE OF DEED.** The delivery and acceptance of the deed herein described shall be deemed to constitute full compliance with all the terms, conditions, covenants and representations contained herein, or made in connection with this transaction, except as may herein be expressly provided and except for the warranties of title.

35. **REPRESENTATIONS.** Unless otherwise specified in writing to the contrary, none of the representations made in this Agreement or any addenda attached hereto shall survive delivery of the deed and all representations by SELLER are made to the best of SELLER's knowledge and belief.

36. **EFFECT.** This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and permitted assigns of the respective parties.

37. **COSTS OF ENFORCEMENT.** Except as otherwise expressly provided herein, in the event of any litigation brought to enforce any material provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the other party.

38. **GENDER.** In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within Agreement may require.

39. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement; and said counterparts shall be delivered personally and receipted or shall be sent by facsimile transmission or registered or certified mail or by overnight courier, addressed to the attorney for the respective party.

40. **ENTIRE AGREEMENT.** All prior understandings, agreements, representations and warranties, oral and written, between Seller and Purchaser are merged in this Agreement. This Agreement completely expresses the agreement of the parties and has been entered into by the parties after discussion with their respective attorneys and after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this Agreement. Neither this Agreement nor any provision hereof may be waived, changed or cancelled except by a written instrument signed by both parties.

41. **CAPTIONS.** The captions preceding the paragraphs in this Agreement are for ease of reference only and shall be deemed to have no effect whatsoever on the meaning or construction of the provisions of this Agreement.

42. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not render the remaining terms and provisions invalid or unenforceable.

43. **ALTERATION OF STANDARD FORM.** The Parties agree that unless a provision which is not a part of, or which varies from the Standard Form, is printed in bold typeface of not less than 16 points or handwritten, , such provision shall be deemed not to be a part of this Agreement for any purpose, and any provision of the Standard Form that has been eliminated shall be deemed to be a part of this Agreement unless a reference to its deletion in such typeface or handwriting is inserted in its place and is described in a separate cover letter. Addenda, exhibits and riders to this Agreement are not subject to the foregoing requirement of this paragraph.

44. **BANKRUPTCY.** SELLER represents that no SELLER is a "Debtor" in a proceeding presently pending in any Bankruptcy Court. If, between the date of SELLER's execution of the Agreement and the closing of title, a Bankruptcy petition is filed naming a SELLER as a Debtor under any Bankruptcy Code, then this Agreement shall terminate and Buyer shall be entitled to the return of any and all sums paid on account hereof, together with any expenses actually incurred by the BUYER, which expenses, however, shall be limited in the aggregate so as not to exceed the gross premium cost of fee title insurance based on the amount of the purchase price , for attorneys' fees, nonrefundable fees of lending institutions, survey costs and inspection fee, shall be paid to the BUYER without interest thereon. Whereupon, this Agreement shall terminate and the parties hereto shall be released and discharged from all further claims and obligations hereunder. This representation shall be deemed material and shall survive the closing of title.

45. **BOUNDARY LINES.** SELLER represents that all buildings, appurtenances, systems, and driveways are entirely within the boundary lines of said premises.

46. **NO FURTHER ENCUMBRANCES.** SELLER agrees that he will not further encumber the premises and that he will notify the Buyer immediately of any matters including, but not in limitation of, attachments, liens and any notice zoning matters which may affect the premises during the pendency of this agreement.

47. **RECORD OWNER.** SELLER is record owner in fee simple of the premises being conveyed herein.

48. **ABUTS PUBLIC STREET.** SELLER represents that the property abuts a public highway.

49. **MUNICIPAL ASSESSMENTS.** SELLER represents that Seller has no knowledge of the existence of any municipal lien and/or assessment, nor improvements for which a lien or assessment could be levied in the future.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals, the day first above written.

In the Presence of:

BY
BENEDICT SINNOTT , Seller

Social security #: _____

VANESSA SINNOTT ,SELLER
Social security #: _____

TOWN OF FAIRFIELD, BY Buyer

Social security #: _____

Title to said Premises is to be taken in the name or names of:

____TOWN OF FAIRFIELD _____

as _____

ATTACHMENTS:

SCHEDULE A

- Description of Premises
- Exceptions to Title [see Paragraph 6(e)(vi)]

**CONSERVATION COMMISSION
FAIRFIELD, CONNECTICUT
MINUTES OF INLAND WETLANDS AGENCY MEETING
JUNE 1, 2022**

The Conservation Commission, acting as the Inland Wetlands Agency of the Town of Fairfield, held a Meeting on Wednesday, June 1, 2022 at 7:00 p.m. in the Fairfield Board of Education Conference Room, 501 Kings Highway East, Fairfield, Connecticut and via Webex.

MEMBERS PRESENT: Lukas Thomas, Chairman; Dabney Bowen, Vice-Chair; Jay Fain

MEMBERS ABSENT: Richard Boucher; Brian McCann; Gerry Alessi; Amanda Mertens Campbell

ALTERNATES: Peter Hood

ALSO PRESENT: Timothy Bishop, Conservation Director; Sarah Neafsey, Wetlands Compliance Officer; members of the public

[N.B.: NUMBERING IN THE MINUTES BELOW CORRESPONDS TO THE MEETING AGENDA, AND REFLECTS THE ORDER IN WHICH ITEMS WERE DISCUSSED.]

- I. CALL TO ORDER:** Chairman Thomas called the meeting to order at 7:08 p.m.
- II. APPOINTMENT OF ALTERNATES:** Chairman Thomas appointed Peter Hood to sit as a full member.
- III. APPROVAL OF DRAFT MEETING MINUTES**

There was unanimous consent by the Agency to approve the following meeting minutes, as drafted:

- 1. Sitewalk: May 1, 2022**
- 2. Inland Wetlands Agency Meeting: May 4, 2022**
- 3. Sitewalk: May 11, 2022**
- 4. Commissioner Training: May 18, 2022**
- 5. Sitewalk: May 25, 2022**

IV. APPLICATIONS FOR DISCUSSION

- 2. WP-22-158, John Fallon, 150 Villa Ave
Assessor's Map 33, Parcel 75A**

Subdivide into four parcels and construct new houses on three parcels within a regulated area.

John Fallon, Attorney for applicant, gave a brief overview of the proposal, noting that the entire parcel is proposed to be subdivided to create four parcels – one open space parcel and three building lots. The town will be buying the proposed open space parcel, and the other three lots will be donated to the Town by the property owner by way of a warranty deed. This property will be utilized for drainage improvements in the Rooster River water shed. The approval of the subdivision proposal will allow the property owner to be assured of a tax benefit. There will be a restriction in the deed that no buildings or structures can be constructed.

Mr. Fain noted that use of the property for flood control improvements is the best possible use of the property and that it would be difficult to develop.

Jay Fain *moved*, and Dabney Bowen *seconded*, to approve the application with the standard and specific conditions of approval. *Motion passed unanimously.* The letter conveying the decision is attached (A).

IX. Public Hearing

- 3. WP-22-161, 4480 Black Rock LLC, 4480 Black Rock Turnpike
Map 116 Parcel 3
Construction of a multi-unit apartment complex with associated parking areas,
driveways, and storm water retention systems within a regulated area.**

The public hearing was opened at 7:15 p.m.

Chairman Thomas stated that a letter has been received from the applicant requesting a continuance until July 6 to give the property owner time to find new council.

Jay Fain *moved*, and Dabney Bowen *seconded*, to continue the public hearing to July 6. *Motion passed unanimously.*

The public hearing was closed at 7:17 p.m. The hearing was recorded and is available at Independence Hall, 725 Old Post Road, Fairfield, Connecticut.

IV. APPLICATIONS FOR DISCUSSION

- 3. WP-22-157, Lucas Papageorge, 177 High Meadow
Assessor's Map 229 Parcel 205A
Construction of a new residential dwelling with in-ground pool, drainage, septic and
site work within a regulated area**

Lucas Papageorge, applicant, stated that there are no wetland soils on site but the property is within the upland review area. They are proposing to build a residential

dwelling with a pool, patio and septic system. Mr. Papageorge noted that they have reviewed the staff recommendation and have provided an updated drawing to reflect the drainage revisions requested. Mark Ochman, engineer for the project, stated that they have also incorporated berms and swales and have included revisions based on comments from the engineering department.

Mr. Fain stated that more time is needed to evaluate the revised plan. He also noted that the planting plan is missing and should be incorporated with the revised plans.

Jay Fain moved and Dabney Bowen seconded to continue the application to the next meeting so that the revised plan can be reviewed. Motion passed unanimously.

- 3. Declaratory Ruling Request – Bronson Meadows LLC, 2644 Bronson Road
Assessor's Map 225 Parcel 20
Construction of a covered riding ring structure, horse pathway revisions, and site walls to accommodate grading associated with the covered riding ring within a regulate area.**

Jay Fain recused himself from this item and did not participate.

Craig Flaherty, representative for the applicant, gave a brief overview of the proposal, noting the improvements that have been constructed on the property between 2016 and 2020.

Dabney Bowen moved and Peter Hood seconded to find the construction of the proposed covered riding ring to be exempt and as-of-right. Motion passed unanimously. The letter conveying this decision is attached (B).

V. APPLICATIONS FOR RECEIPT

- 1. WP-22-169, Hudson, 875 Mill Hill Road
Assessor's Map 228 Parcel 95
Installation of a curtain drain and deposition of fill in rear yard and construction of an in-ground pool within a regulated area**

There was unanimous consent to table the application pending legal notice and departmental review.

- 2. WP-22-184, Sperry, 124 Pansy Road
Assessor's Map 123 Parcel 77
Construction of a single-family dwelling within a regulated area.**

There was unanimous consent to table the application pending legal notice and departmental review.

Mr. Fain requested that all wetland delineations be located on the parcel prior to the Commission's site walk of the property.

VI. BILLS AND BOND RELEASES – none

VII. LEGAL/ENFORCEMENT ACTIONS

1. Show Cause Hearing: Joseph Worthington, 230 Catamount Road Map 217 Parcel 23 Conducted work within a regulated area without a permit

The Show Cause Hearing was opening at 7:38 p.m.

Mr. Thomas noted that the attorney for Mr. Worthington has submitted a letter stating their intentions to file the required application to resolve the violation. Staff noted that the attorney has been in contact with the Conservation Department about the new on-line permitting process and indicated that the application will be submitted shortly.

There was unanimous consent from the Agency to continue the Show Cause Hearing to allow the property owner time to file the required Certificate of Wetlands Conformance.

There was unanimous consent from the Agency to close the show cause hearing.

The show cause hearing was closed at 7:40 p.m. The hearing was recorded and is available at Independence Hall, 725 Old Post Road, Fairfield, Connecticut.

2. Show Cause Hearing: Jeanine Norwood, 120 Wakeman Lane, Southport Assessors Map 246 Parcel 5C Clearing of wetlands vegetation and deposition of material within a wetland

The Show Cause Hearing was opened at 7:40 p.m.

Jeanine Norwood stated that she received notice of the show cause hearing Friday, and does not understand why she was required to be there. She noted that the upland review area was not listed on her title search when she purchased the property and that they burden of proof to show any wrongdoing is on the Commission. Ms. Norwood submitted a copy of the title search to the Agency. She noted that she felt discriminated against at the May show-cause hearing.

Mr. Thomas noted that the show cause hearing was opened at the May meeting and had been continued. Mr. Fain stated that this is a serious matter and that evidence of wetland soil clearing was found by the Conservation Director. Mr. Thomas noted that the planting plan was requested to be submitted within 90 days of the May 4 meeting and that nothing has been submitted yet. Mr. Thomas also stated that the title search that Ms. Norwood submitted shows that the property contains wetlands and that wetlands permit

applications were submitted for the construction of the pool and for the construction of an addition.

Jay Fain moved and Dabney Bowen seconded to continue the Show Cause Hearing to the July 6 meeting. Motion passed unanimously.

The show cause hearing was closed at 7:48 p.m. The hearing was recorded and is available at Independence Hall, 725 Old Post Road, Fairfield, Connecticut.

VIII. STAFF REPORT

- 1. Reports from the Conservation Department** – informational
 - a. CWC Applications received: 16
 - b. Notice of Violations issued: 1
 - c. Bonds released: 5
- 2. Site Walks for June** –
 - a. 875 Mill Hill Road
 - b. 124 Pansy Road

It was noted that dates for a site walk will circulated via email and properly noticed.

IX. PUBLIC HEARINGS

1. Town of Fairfield Wetlands Map Amendment

The public hearing was opened at 7:52 p.m.

Megan Raymond, professional wetland scientist and soil scientist with SLR, gave a brief overview of the current Town wetlands maps, stating that this map amendment focused on the tidally influenced areas. It was noted that tidal wetlands are present in 23 of the 180 town wetlands maps. Ms. Raymond noted that site-specific data was not collected, but that topographic position, vegetation and connections to tidal wetlands were used to evaluation the data. This data does not supplant site-specific data. Overall, 369.3 acres of tidal wetlands are proposed to be removed from the Town inland wetlands maps. Ms. Raymond presented the maps showing the summary of the work that was done.

Mr. Fain stated that since these resources are estimations, and are reliable but not guaranteed, the following disclaimers should be made on the maps:

1. Properties that may not appear on the map may still contain inland wetland soil
2. There may be properties that show tidal wetlands on the maps that may also have inland wetlands (dual jurisdiction).

One member of the public spoke in favor of the map amendment.

Dabney Bowen *moved* and Peter Hood *seconded* to accept the new maps with the disclaimers stated above by Commissioner Fain. *Motion passed unanimously.*

The public hearing was closed at 8:01 p.m. The hearing was recorded and is available at Independence Hall, 725 Old Post Road, Fairfield, Connecticut.

2. WP-22-159, Muddy Puddle II, LLC, 361 Cross Highway

Jay Fain recused himself from this item and left the meeting.

The public hearing was opened at 8:02 p.m.

Jason Spath, Huntington Company, representative for the application stated that a planting plan was submitted this week and that test holes were done on April 21 and that data was received by the Conservation Department.

Brian Wood, professional soil scientist, noted that he visited the site on May 22 and has met with Jay Fain, the soil scientist on record for the application. They are proposing to remove the invasive species, and replant as shown on the planting plan. There are trees along the road that will also need to be removed.

The applicant indicated that they were concerned about the condition for a Conservation Easement. After a brief discussion about the Conservation Easement and a clarification about what the easement means, the applicant stated that he no longer is opposed to the condition for the Conservation Easement. The Easement area is to be delineated by a dry laid stone wall.

Two members of the public spoke in favor of the application.

Dabney Bowen *moved* and Peter Hood *seconded* to close the public hearing. *Motion passed unanimously.*

The public hearing was closed at 8:24 p.m. The hearing was recorded and is available at Independence Hall, 725 Old Post Road, Fairfield, Connecticut.

Dabney Bowen *moved* and Peter Hood *seconded* to approve the application with the standard and specific conditions of approval. *Motion passed unanimously.* The letter conveying the decision is attached (C).

X. OTHER

- a. Notice from Cuddy & Feder, LLP, for City of Bridgeport Inland Wetlands Permit Application related to site work and building improvement for**

**Safeguard Properties, LLC at 2710, 2720, and 2668 North Avenue,
Bridgeport. - Informational**

b. Discussion of IWPA deadlines for application submissions

Staff has requested that moving forward, the deadline for new application submissions should be eight business days before the scheduled monthly meeting to allow staff enough time to review the applications for completeness. Submission of supplemental or revised materials may be later, at staff's discretion. It was the consensus of the Agency that the department adopt this new policy.

X. ADJOURN

There being no further business, Dabney Bowen moved and Peter Hood seconded to adjourn the meeting 8:33 p.m. Motion passed unanimously.

The audio recording can be found here: <https://www.youtube.com/watch?v=HAZNJlx3XU8>

Respectfully submitted,

Sarah Neafsey

**CONSERVATION COMMISSION
FAIRFIELD, CONNECTICUT
MINUTES OF INLAND WETLANDS AGENCY MEETING
MAY 4, 2022**

The Conservation Commission, acting as the Inland Wetlands Agency of the Town of Fairfield, held a Meeting on Wednesday, May 4, 2022 at 7:00 p.m. in the Fairfield Board of Education Conference Room, 501 Kings Highway East, Fairfield, Connecticut and via Webex.

MEMBERS PRESENT: Lukas Thomas, Chairman; Richard Boucher, Secretary; Brian McCann; Gerry Alessi; Jay Fain; Dabney Bowen

MEMBERS ABSENT:

ALTERNATES: Peter Hood; Amanda Mertens Campbell (via Webex)

ALSO PRESENT: Timothy Bishop, Conservation Director; Sarah Neafsey, Wetlands Compliance Officer; members of the public

[N.B.: NUMBERING IN THE MINUTES BELOW CORRESPONDS TO THE MEETING AGENDA, AND REFLECTS THE ORDER IN WHICH ITEMS WERE DISCUSSED.]

I. CALL TO ORDER: Chairman Thomas called the meeting to order at 7:05 p.m.

II. APPOINTMENT OF ALTERNATES: Chairman Thomas appointed Peter Hood to sit as a full member.

III. APPROVAL OF DRAFT MEETING MINUTES

- 1. Inland Wetlands Meeting: April 6, 2022:** Gerry Alessi *moved* and Dabney Bowen *seconded* to approve the meeting minutes of April 6, 2022 as drafted. *Motion passed unanimously.*
- 2. Sitewalk: April 10, 2022:** There was unanimous consent from the Agency to approve the sitewalk meeting minutes of April 10, 2022.

IV. APPLICATIONS FOR DISCUSSION

- 1. (Cont') IWP 2018-19-09, Black Rock Realty, LLC, 219 Ash Creek Boulevard Assessor's Map 80 Parcel 4A** Request of Landtech for a wetland permit modification for the phasing sequence of the project.

Brian Carey, Director of Environmental Services for Landtech, stated that the application is in agreement with the staff recommendation.

Mr. Fain stated that the 2019 approval has a condition to ensure the maintenance of the existing Conservation/Stewardship easement and that the area has not been continuously maintained. Mr. Fain stated that this condition should be reiterated in the approval for the modification and that a timeline should be set for the work to be done.

Jay Fain *moved* and Peter Hood *seconded* to approve the modification request as per the staff recommendation, with Condition #5 from the original approval (dated May 3, 2019) amended to say that the work in the Stewardship Easement should be substantially completed within 6 months. *Motion passed unanimously.*

2. **WP-22-102, City of Bridgeport, 2390 Easton Turnpike (Fairchild Wheeler Golf Course) Assessor's Map 11 Parcel 2.** Construction of two detention areas for flood mitigation within a regulated area.

Chairman Thomas stated that the applicant has requested the withdrawal of this application due to the jurisdiction of the CT DEEP Dam Safety Group.

3. **WP-22-132, Town of Fairfield, 725 Old Post Road (Burr Garden Pond) Assessor's Map 373 Parcel 491** Restoration of an existing pond within a regulated area.

Mr. Bishop stated that this pond is ornamental.

Richard Boucher *moved* and Peter Hood *seconded* to approve the application with the standard and specific conditions of approval. *Motion passed unanimously.*

4. **Declaratory Ruling Request – Charney, 360 & 366 Mine Hill Road Assessor's Map 148 Parcel 76** Construction of a lean-to within a regulated area.

Ms. Bowen noted that a similar structure was present when the homeowners purchased the property, but had not been usable due to disrepair.

Jay Fain *moved*, and Gerry Alessi *seconded* to find the construction of the proposed lean-to be exempt and as-of-right. *Motion passed unanimously.*

V. APPLICATIONS FOR RECEIPT

1. **WP-22-158, Lucas Papageorge, 177 High Meadow Assessor's Map 229 Parcel 205A**
Construction of a new residential dwelling with in-ground pool, drainage, septic and site work within a regulated area

Gerry Alessi *moved* and Richard Boucher *seconded* to table the application pending legal notice and departmental review. *Motion passed unanimously.*

2. **WP-22-158, John Fallon, 150 Villa Ave Assessor's Map 33, Parcel 75A**

Subdivide into four parcels and construct new houses on three parcels within a regulated area.

James Baldwin, Town Attorney, noted that the town has entered into an agreement with property owner to buy a portion of property next to the 3-lot subdivision and the owner will donate the rest of the property to the Town. The property will be deed restricted, will not be built on, and is planned to be used for Rooster River Flood Mitigation purposes. They are requesting a fee waiver, since the fee would be included in to the cost of the purchase of the property.

Gerry Alessi *moved* and Peter Hood *seconded* to approve the fee waiver request. There was a brief discussion about what would happen if the sale of the property does not go through. Attorney Baldwin noted that there are measures in the contract that should protect the town. *Motion passed unanimously.*

Gerry Alessi *moved* and Dabney Bowen *seconded* to table the application pending legal notice and departmental review. *Motion passed unanimously.*

Commissioner Fain recused himself from the following item only, stating that he is the soil scientist on record. Chairman Thomas appointed Amanda Mertens Campbell to sit as a full member for this item only.

**3. WP-22-159, Muddy Puddle III LLC, 361 Cross Highway
Assessor's Map 170 Parcel 38
Construction of a new residential dwelling with in-ground pool, drainage, septic and site work within a regulated area**

Dabney Bowen *moved* and Gerry Alessi *seconded* to find the application significant and to schedule a public hearing for June 1, 2022. *Motion passed unanimously.*

**4. WP-22-161, 4480 Black Rock LLC, 4480 Black Rock Turnpike
Assessor's Map 116 Parcel 3
Construction of a multi-unit apartment complex with associated parking area, driveways, and storm water retention areas within a regulated area.**

Gerry Alessi *moved* and Brian McCann *seconded* to approve the fee waiver request. Mr. Alessi noted that two petitions and several emails had been received from the public requesting the fee waiver be denied.

Chris Russo, attorney for the applicant noted that they have not seen the comments from the public. Attorney Russo stated that the previous application for this project had been denied and that the Commission had indicated that they would entertain a fee waiver request. The applicant does not feel that it is appropriate to charge another fee, since the public hearing did not have any presentations for the previous application. Attorney Russo stated that all requested application information has been submitted to address the Agency's concerns for this application, with the exception of the Aquarion water main,

which Aquarion is staking in the field this week. It was noted that the fees are based on the amount of regulated area on the property, not on the amount of work that has been done to review the application. Attorney Russo noted that the applicant is requesting a full fee waiver.

After a brief discussion, the Agency voted on the motion previously made:

In Favor: McCann

Opposed: Fain, Hood, Alessi, Bowen, Thomas, Boucher

Motion denied 6-1.

Mr. Bishop suggested that the Commission may want to entertain the idea of retaining a third party review of the application.

Dabney Bowen *moved* and Jay Fain *seconded* to find the application significant and to schedule a public hearing for June 1, 2022. Motion passed unanimously.

5. Town of Fairfield – Wetlands Map Amendment

Mr. Bishop stated that the revisions to the town wetlands maps regarding tidal wetland locations, as presented by SLR at the April 6 meeting, will require a public hearing.

Gerry Alessi *moved* and Brian McCann *seconded* to schedule a public hearing for June 1, 2022. Motion passed unanimously.

VI. BILLS AND BOND RELEASES – none

VII. LEGAL/ENFORCEMENT ACTIONS

1. Show Cause Hearing: Jeanine Norwood, 120 Wakeman Lane, Southport Assessors Map 246 Parcel 5C Clearing of wetlands vegetation and deposition of material within a wetland.

Chairman Thomas noted that some of the commissioners have done a site walk of the property.

Bruce Jackson, attorney for the homeowner, stated that Ms. Norwood bought the property in October of 2021 and had retained contractors to clean up the overgrowth in the yard, relocate the pool equipment and install a pool fence. He noted that she was unaware of the restrictions of the property. It was noted all clearing and work within the wetlands has stopped. Attorney Jackson stated that they are asking that the Commission allow them to install the pool equipment and the pool fence, as there was no fence around the pool when the property was purchased and it is a safety issue. The homeowner would also like to grade and seed the disturbed area. Once that is done, they will come to the Commission with an application for restoration.

Mr. Hood stated that the restrictions of the property and the Conservation Easement should have been evident when a title search was done. Mr. Boucher noted that irreparable damage has been done to the wetlands and inquired how they plan to address that.

Mr. Fain stated that a drain had been put into the wetlands, which will need to be removed, as that was not permitted. Attorney Jackson stated that a new drain had been installed to replace an existing drain, but that the homeowner would remove it. Mr. Fain suggested that they stabilize the area with an annual rye while they prepare a restoration plan.

It was noted that the building permit was pulled for the pool in 1984 but was never closed, and there is no record of a fence around the pool. There was a brief discussion about the type of fencing that can be installed for a pool fence that would satisfy both the building code and the agency's concerns. Once the fence is installed, a planting plan would need to be submitted as soon as possible.

Richard Boucher moved and Jay Fain seconded to allow for a temporary fence to be installed around the pool for safety purposes only. It was noted that Conservation Department staff would need to approve the location of the fencing before it is installed and that state guidelines should be followed. Ms. Norwood noted that she would put the fence wherever the Commission would let her install it.

After more discussion about the fencing, Richard Boucher amended his above motion and moved to allow for a permanent fence to be installed around the pool for safety purposes, to be approved by the Town, with a timeline of two weeks to have the fence installed. Jay Fain seconded the motion. Motion passed unanimously.

The location of the fence will be approved by Conservation Department staff prior to installation. Ms. Bowen stated that once the fence installation is complete, Ms. Norwood should come back before the Commission with a mitigation plan.

Jay Fain moved, and Peter Hood seconded to put the violation on the land records. Motion failed 3-4 (In favor: Fain, Hood, Boucher; Opposed: Thomas, Bowen, Alessi, McCann)

Ms. Bowen moved and Richard Boucher seconded to put the violation on the land records if the property owner does not submit an acceptable restoration plan within 90 days. Motion passed unanimously.

Mr. Fain stated that the remediation plan should require that the Conservation Easement and wetlands limits be staked in the field.

VIII. STAFF REPORT

1. **Revised Agenda format** – Mr. Bishop stated that the format of the agenda has been changed to make it more user friendly. A file cloud link has been added for the agenda attachments. Feedback from the Commission is encouraged. It was the consensus of the commission to include the statutory deadlines in future agendas.
2. **Reports from the Conservation Department** – informational
 - a. CWC Applications received: 12
 - b. Notice of Violations issued: 3
 - c. Bonds released: 5

3. **Site Walks for May 8 or 16**

Mr. Fain inquired if site walks can be done in the evening now that the sun sets later. It was the consensus of the commission to schedule upcoming site walks for Wednesday evenings – possibly May 11 and May 18.

4. **May 2022 classroom/field training with SLR**

Mr. Bishop will confirm if this will be May 18 or May 25.

5. **Future meeting locations**

Mr. Bishop stated that there had been a conversation about moving the meeting locations to the Fire Department Training Center, but that it is not an option at this time. Sullivan Hall is no longer available for the Conservation Commission meeting, so staff will look into reserving the Board of Education meeting room for those meetings.

IX. OTHER

1. **Executive Session – Discussion of Acquisition of Property**

Gerry Alessi moved and Dabney Bowen seconded to go into executive session and to invite Conservation Department staff and the Town Attorney into this executive session. Motion passed unanimously.

Executive session took place from 8:37-8:47 p.m. No action was taken in executive session.

Gerry Alessi moved and Brian McCann seconded to come out of executive session. Motion passed unanimously.

X. ADJOURN

There being no further business, Dabney Bowen moved and Gerry Alessi seconded to adjourn the meeting 8:48 p.m. Motion passed unanimously.

The audio recording can be found here: <https://www.youtube.com/watch?v=mi4fSD5Mn68>

Respectfully submitted,

Sarah Neafsey

Fairfield Conservation Commission

May 25, 2022

Minutes

Site Walk

Meeting Start: 6:28 p.m.

Members Present: Lukas Thomas, Chair; Peter Hood

Members Absent: Dabney Bowen; Richard Boucher; Jay Fain; Gerry Alessi; Brian McCann;
Amanda Mertens Campbell

Location: 150 Villa Ave

4480 Black Rock Turnpike

361 Cross Highway

While at 4480 Black Rock, also present were Jim Kousidis, P.E. and Avind Baur both of Kousidis Engineering, LLC. They offered to be available to answer any questions or to meet any commissioner at the site.

Meeting end: 7:35 p.m.



Town of Fairfield

Timothy J. Bishop MS, CEP
Director

Fairfield, Connecticut 06824
Conservation Commission
The Inland Wetlands Agency

Sullivan Independence Hall
725 Old Post Road
(203) 256-3071
FAX (203) 256-3123

CERTIFICATE OF WETLANDS CONFORMANCE

WETLANDS MAP # A-10 & B-10

FOR OFFICE USE ONLY

NAME OF AGENT/APPLICANT Fuller Engineering & Land Surveying, LLC DATE 2/1/2022

CERTIFICATE NO. 2021-22-67

AGENT/APPLICANT ADDRESS 525 John Street Floor 2

PHONE NO. (203) 333-9465

EMAIL: seby@thequillgroup.com

OWNER'S NAME Benedict & Vanessa Sinnott

Application Fee \$640.00

State Fee \$60.00

OWNER'S ADDRESS 425 West Space 200 N Unit 102 Salt Lake City, UT

Total Fee \$700.00

OWNER'S PHONE NO. (203)243-6477

EMAIL: ben@camelotdevelopment.com

ASSESSOR'S MAP 33

PARCEL 75A

BOND AMOUNT \$n/a

Site Location and Proposed Activity: 150 Villa Ave

Excavation for test pits as shown on a plan entitled "Grading and Drainage Plan – Proposed Subdivision 150 Villa Avenue Fairfield, Connecticut Prepared for Ben Sinnott" prepared by Fuller Engineering and Land Surveying, LLC at a scale of 1" = 20', dated November 25, 2021 and stamped received by the Conservation Department on December 17, 2021.

The above activity has been determined to be in conformance with Section 6 of the Fairfield Inland Wetlands and Watercourses Regulations. It is the responsibility of the owner or his agent to protect the regulated area on this or an adjacent property from the adverse effects of construction activities. This may involve the use of sediment and erosion control measures such as hay bale barriers or silt fences and seeding and mulching disturbed areas as soon as practicable. The designated agent may require additional control measures as necessary to ensure continued conformance with the regulations.

I. Findings for Decision

1. This property contains wetland soil and the associated 90-ft upland review area within the Rooster River watershed as per Town Wetlands maps A-10 & B-10.
2. As per Fairfield Inland Wetland and Watercourses Regulations Section 2.1.31, once any portion of the property is regulated by wetland soil, a watercourse, or upland review regulated area, the entire property is regulated.

3. The submitted application indicates that the wetlands were delineated by Aleksandra Moch in a report dated March 6, 2021. This report was not submitted with the application.
4. The proposed excavation for test pits is not reasonably likely to significantly, adversely or unnecessarily impact the regulated area, and that the conduct of such activity would result in no greater than a minimal impact on the wetland or watercourse, as herein proposed and approved, with conditions.

II. CONDITIONS:

NOTE: Failure to comply with these conditions within their appropriate time periods shall be sufficient cause to invalidate the permit. All * items must be complied with before site disturbance and before a foundation or a building permit application will be endorsed by the Conservation Department.

- *1. Publish the legal notice, and provide the staff proof of publication as soon as possible.
- *2. Provide the Conservation Department with a copy of the wetlands delineation report from Aleksandra Moch dated March 6, 2021.
3. Maintain temporary soil erosion and sediment control measures, such as a silt fence or hay bales, as needed.
- *4. Notify the Conservation Department upon initiation and completion of site disturbance.
5. No grading, filling, construction and/or vegetation removal not specifically approved by this Certificate of Wetlands Conformance is allowed
6. Upon completion of disturbance, all test pits shall be backfilled and all bare soils shall be stabilized with mulch, winter rye and/or erosion control mats as necessary or recommended by Staff.

NOTE: This Certificate expires two years from the date of issuance, however, once site work is initiated, all site disturbance shall be completed within one year of initiation.

PLANS APPROVED UNDER THIS CERTIFICATE OF WETLANDS CONFORMANCE ARE FINAL. CHANGES TO FINAL PLANS NOT CONSISTENT WITH THIS APPROVAL REQUIRE A NEW WETLANDS PERMIT APPLICATION

III. ACKNOWLEDGMENT AND ACCEPTANCE:

The undersigned permittee hereby consents to necessary and proper access to the above described property by agents of the Agency, at reasonable times, both before and after any permit in question has been granted by the Agency for the purpose of evaluating the activity, monitoring implementation of permit conditions, if any, for curtailing or correcting any violation of the Inland Wetlands and Watercourses Regulations brought about through the actions or inactions of the permittee. I have read and understand the above statement and aforementioned conditions and accept the responsibility for meeting the intent of this permit.

February 1, 2022

Date

Sebastian Urciullo (Fuller Engineering . .)

Print name of Owner/Agent

Sebastian D. Urciullo

Signature of Owner/Agent

Designated Agent

Sarah Murphy
(Authorized Signature)

Date

02/01/2022

Reviewed by

Conservation Director/Conservation Administrator (Signature)

Date

LEGAL NOTICES

TOWN PLAN AND ZONING COMMISSION
FAIRFIELD, CONNECTICUT
NOTICE OF PUBLIC HEARING - JANUARY 25, 2022

The Town Plan and Zoning Commission of the Town of Fairfield, Connecticut hereby gives notice of a public hearing to be held on Tuesday, January 25, 2022, at 6:30 p.m. via video conference / teleconference.

MEMBERS OF THE PUBLIC TO VIEW OR LISTEN BY PHONE:
AND PURSUANT TO EXECUTIVE ORDER 19, THE TOWN IS CONDUCTING THE PUBLIC HEARING VIA VIDEO CONFERENCE.
TO JOIN: <https://join.zoom.us/j/9456434343>
For phone access dial +1-510-348-9436, access code 126 941 3035

Phone Note:

If you call to listen, you will not be heard by the board members and there will be no live public comment until called for by the Chair during the public hearing portion of the meeting. The public is encouraged to send their comments before the meeting to the following email: fairfieldcitizen@fairfieldct.org.

Zoning Regulation Amendment Application of 1401 King, LLC to amend Section 13.14.3 of the Zoning Regulations (Permitted Uses in the Transit Oriented Development) to allow dog care uses to include overnight boarding, day care, grooming and training.

1401 Kings Highway Zoning Commission application of 1401 King, LLC to establish a dog care, overnight boarding, day care, grooming and training use in a portion of an existing building. Des, Comm, Dist/DOCP.

Zoning Regulation Amendment Application of the Town of Fairfield Plan and Zoning Commission to amend Section 2.4 of the Zoning Regulations (Prohibited Uses).

2.4.1 Cannabis Establishments, including any related buildings, structures and uses, are prohibited in all zones in the Town of Fairfield. Cannabis establishments are defined as a dispensary, delivery facility (including a Medical Marijuana Dispensary), cultivator, micro-cultivator, retailer, or cannabis retailer (i.e., licensed to sell both recreational cannabis and medical marijuana), grower, processor, manufacturer, product packaging, or other cannabis business, and the prohibition of Cannabis Establishments will expire and terminate on February 19, 2023 unless otherwise extended by the Plan and Zoning Commission.

Zoning Regulation Regarding Off-Street Parking Out-Post.

Proposal of the Town Plan and Zoning Commission to out-post of a State mandated parking requirement, pursuant to Public Act 21-26. The Act requires that local Zoning Regulations "shall not require more than one parking space for each single or two-bedroom dwelling unit or more than two parking spaces for each dwelling unit with two or more bedrooms, unless the community out-post in accordance with the provisions of Section 5 of the act".

Zoning Regulation Amendment and Out-Post (Accessory Apartment)

Application of the Town Plan and Zoning Commission to amend Section 6.0 of the Zoning Regulations (Accessory Apartment) proposed changes:

- 6.1 Add residence B and C Zones to districts that permit accessory apartments.
 - 6.2, 6.5 Eliminate the request for annual recertification of permit.
 - 6.3 Add residence AA and R-3 Zones to districts eligible for a detached accessory apartment.
 - 6.4 Clarify that application process is administrative.
- The Commission is also proposing to out-post of the State mandated parking pursuant to Public Act 21-26.

Zoning Regulations Amendment.

Application of the Town Plan and Zoning Commission to amend Section 2.12 (Waste Management) and Section 30.3 (Food Protection) proposed changes:

- 2.12 Reinforce statutory authority.
- 22.8 Strengthen purpose of regulations.
- 30.1, 30.3 Technical data summary and certification requirements.
- 30.3b. Removal of food handlers.
- 30.2 Additional variance provisions.

Dated at Fairfield, Connecticut this 14th and 21st day of January, 2022
TOWN PLAN AND ZONING COMMISSION
Meg Francis, Secretary
Josephine Keigh, Clerk

Members of the Public To View or Listen by Phone:

Via Webex: <https://join.zoom.us/j/9456434343>
FairTV's cable channel (channel 79 for Fairfield Cablevision and 6010 for Frontier Cable)
FairTV's website: <https://fairfield.ct.gov/fairtv>
By phone: 661-776-9544

There will be no live public comment until called for by the Moderator during the meeting. The public is encouraged to send their comments before the meeting to the following email: fairfieldcitizen@fairfieldct.org.

Back-up documents relating to the agenda items can be found at <https://fairfield.ct.gov/onlineback>.

WARNING TO THE MEMBERS OF THE REPRESENTATIVE TOWN MEETING AND RESIDENTS OF THE TOWN OF FAIRFIELD

Notice is hereby given that the Regular Monthly Meeting of the Town of Fairfield will be held via phone on Monday, January 24, 2022, at 8:00 PM, for the following purposes:

1. Roll Call - Pledge of Allegiance - Moment of Silence
2. To hear a report from the Night Officer concerning condemnation and blight.
3. To consider and act upon the Minutes of the Regular Monthly Meeting held on December 14, 2021, and the Special Meeting held on January 3, 2022.
4. To consider and act upon the following appointment to the Employees Retirement Board as recommended by the Board of Selectmen:
James B. Brown (R), 90 Ropes Hill Road, Torrville, 2021 - 2026
5. To consider and act upon the following appointment as an Alternate to the Harbor Management Commission as recommended by the Board of Selectmen:
Jeffrey S. Warren (R) 330 Parkwood Road, Torrville, 2021 - 2023
(To replace Douglas J. Maki, who was appointed as full member)
6. To consider and act upon the following appointment to the Board of Assessment Appeals as recommended by the Chairman of the Board of Assessment Appeals, in accordance with Section 8.1 of the Code of the Town of Fairfield:

Blank, Patrick (D), 43 Brimfield Road, Torrville

*This term being BAA hearing and decision sessions during 2022

7. To consider and act upon any other matters presented to said meeting and which may be properly acted upon under the rules of the Representative Town Meeting.

January 11, 2022

Elizabeth P. Iversen
Town Clerk

NOTICE OF VIRTUAL PUBLIC MEETINGS

City of Bridgeport
Environmental Assessment - Runway 11/28 Safety Area Improvements

The City of Bridgeport (City), in conjunction with the Federal Aviation Administration (FAA), has initiated an Environmental Assessment (EA) to evaluate proposed safety improvements to Runway 11-29 at John F. Kennedy Memorial Airport (BGR) in Bridgeport, Connecticut. The EA is being prepared in accordance with the National Environmental Policy Act of 1969 (NEPA) and with FAA Orders 1050.1F and 1050.4B.

The proposed improvements, as shown on the FAA-approved Airport Layout Plan (ALP), include reconstructing portions of Runway 11-29, shifting the runway to the west approximately 120 feet, grading non-safety areas, Runway Safety Areas (RSAs), installing Engineered Material Arresting Systems (EMAS) on both ends of the runway, maintenance pavement removal, and removing both on and off airport obstructions that are in the approach surfaces of Runway 11-29. The project does not extend the length or capacity of the runway.

The City invites the public to attend a virtual public meeting on Thursday, January 20, 2022 from 6:00 to 7:30 P.M. A link to this meeting will be posted on the project website: <http://www.planetproject.com/consulting> by Monday January 17, 2022. The purpose of the meeting is to share information, invite comments, and update the public on the proposed project. A brief presentation about the EA process, the proposed improvements, the purpose and need for the project, project alternatives, and studies completed to date will begin at 6:00 P.M. Representatives from the City and the Project Team will be available to answer questions after the presentation.

Written comments are requested from interested parties and may be submitted during or after the public meeting. Comments can also be submitted via the project website: <http://www.planetproject.com/consulting>. A second virtual public meeting will be scheduled later in 2022 after the full Draft EA document is released for public review.

LEGAL NOTICES

TOWN PLAN AND ZONING COMMISSION
FAIRFIELD, CONNECTICUT
NOTICE OF DECISION - JANUARY 11, 2022

The Town Plan and Zoning Commission of the Town of Fairfield, Connecticut held a teleconference/videoconference meeting on January 11, 2022, and voted on the following:

2459 Black Rock Turnpike Special Exception and Special Permit application for a driveway for additions and renovations to connect existing senior care to retail use and additional gas pump island. Des, Comm, Dist, P-1, 2021-077, Exp. date, 2/1/22. Present: Noonan, Brennan, Francis, Brown, Ford, Hammett, Levy, Gordon, Keigh

APPROVED WITH CONDITIONS

1215 Peck Road Application of Nichols MD of Fairfield to establish a Medical Office in a portion of an existing building. Des, Des, Dist.

APPROVED

56 Saco Hill Road Commercial Site Plan application of Steve Sisco regarding demolition and reconstruction of a single family dwelling. A Zone

APPROVED WITH CONDITIONS

Dated at Fairfield, CT this 14th day of January, 2022.
Effective Date January 15, 2022.

TOWN PLAN AND ZONING COMMISSION

Tom Noonan, Chairman
Meg Francis, Secretary
Josephine M. Keigh, Clerk

PUBLIC NOTICE OF
PENDING APPROVAL FOR A
CERTIFICATE OF WETLANDS CONFORMANCE
FAIRFIELD, CONNECTICUT

PURSUANT TO SECTION 6.4 OF THE INLAND WETLANDS AND WATERCOURSES REGULATIONS OF THE TOWN OF FAIRFIELD, CONNECTICUT, PUBLIC NOTICE IS HEREBY GIVEN THAT THE INLAND WETLANDS AND WATERCOURSES AGENCY'S DESIGNATED AGENT INTENDS TO APPROVE THE FOLLOWING APPLICATION FOR A CERTIFICATE OF WETLANDS CONFORMANCE:

Certificate No: 2021-22-46
Owner's Name: Fairfield University
Assessor's Map: 143 Parcel No: 1554
Location of proposed activity (address): 209 Barlow Road
Type of activity: Construction of a new comfort station and shed with offices, storm water retention and grading within a regulated area.

ANY PERSON OBJECTING TO THE APPROVAL OF THIS CERTIFICATE MAY SUBMIT A WRITTEN AND DATED PETITION TO THE INLAND WETLAND AGENCY WITHIN FIFTEEN (15) CALENDAR DAYS OF THIS NOTICE FOR THE PURPOSE OF REQUIRING REVIEW OF THE CERTIFICATE BY THE INLAND WETLAND AGENCY.

FAIRFIELD CONSERVATION COMMISSION ACTING AS THE INLAND WETLAND AND WATERCOURSES AGENCY
FAIRFIELD CONSERVATION COMMISSION
LUKAS THOMAS, CHAIRMAN
RICHARD BOUCHER, SECRETARY
JOANNE MOURA, CLERK

VIRTUAL PUBLIC FORUM

Wednesday, January 15, 2022
8:30pm

The public is welcome to attend a virtual presentation on Wednesday, January 19 at 8:30 p.m. by Dr. Vincent's Medical Center Leadership and Independent Monitor, LLC, to present a quarterly report on the status of the affiliation of St. Vincent's and Hartford HealthCare.

Please join via telephone or online using a laptop, smartphone or tablet device.

When: January 19, 2022 8:30 PM Eastern Time (US and Canada)
Topic: St. Vincent's Public Forum

Please click the link below to join the webinar:
<https://hartfordhealthcare.com/online/2022/01/19/>

Or One tap mobile:
US: +13017156592, 9210791907 or +13126266799, 9210791907

Or Telephone:
US: +1 301 715 8592
Webinar ID: 921 0799 1907

If you wish to present a question to be answered during the forum, please email by January 14, 2022, to Kathleen.Jack@hchc.org. You may also mail your questions for response to: St. Vincent's Medical Center, 2600 Main Street, Bridgeport, CT 06606

NOTICE OF DECISION

CONSERVATION COMMISSION
FAIRFIELD, CONNECTICUT

The Conservation Commission, acting as the Inland Wetlands Agency of the Town of Fairfield, Connecticut, considered the following Inland Wetland matters during its meeting on Wednesday, January 6, 2022:

- Applications:
1. WPA 2021-22-04, Fallert, Country Club of Fairfield, 836 Saco Hill Road, Assessor's Map 238 Parcel 16. Construction of a new paddle tennis club hut, paddle tennis court, site utilities and installation of wetland buffer plantings within a regulated area.

APPROVED WITH CONDITIONS

FAIRFIELD CONSERVATION COMMISSION
LUKAS J. THOMAS, CHAIRMAN
RICHARD BOUCHER, SECRETARY
JOANNE MOURA, CLERK

Lead Notice, Eastern, CT

The Eastern Planning and Zoning Commission at its regular meeting held on Wednesday, January 19, 2022, considered the following applications for the following Sections of Public Act No. 21-26:
OFF-OUT, Section 3-1(b) and Subsection (b) of Subsection (b) of Section 8-2 of the general statute regarding the authorization of the installation of temporary health care facilities.
OFF-OUT, Subsection (b) of Subsection (b) of Section 8-2 of the general statute regarding parking space requirements for dwellings.
OFF-OUT, Subsection (b) of Subsection (b) of Section 8-2 of the general statute regarding the installation of a shed in the office of the Eastern. A copy of the Public Act No. 21-26 is on file in the office of the Eastern. A copy of the Eastern Town website attached to the legal notice posted by Planning and Zoning.
Dated the 10th day of January 2022 by Raymond Martin, Chairman, Planning and Zoning Commission.

TOWN OF FAIRFIELD

INVITATION TO BID

All bid notices for the Town of Fairfield are available for review, download and printing at www.fairfieldct.org/purchasing. Bid information may also be obtained at the office of the Director of Purchasing, 725 Old Post Road, Fairfield, CT. Phone: 203-256-2066.

An Affirmative Action/Equal Opportunity Employer, Minority/Women's Business Enterprises are encouraged to bid.

The Town of Fairfield reserves the right to accept or reject any or all proposals.

Purchasing Authority
Town of Fairfield

WETLAND PERMITS

PUBLIC NOTICE OF
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FAIRFIELD, CONNECTICUT

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Certificate No: 2021-22-47
Owner's Name: Sonnet
Assessor's Map: 33 Parcel No: 75A
Location of proposed activity (address): 150 Villa Avenue
Type of activity: Excavation for level area within a regulated area.

ANY PERSON OBJECTING TO THE APPROVAL OF THIS CERTIFICATE MAY SUBMIT A WRITTEN AND DATED PETITION TO THE INLAND WETLAND AGENCY WITHIN FIFTEEN (15) CALENDAR DAYS OF THIS NOTICE FOR THE PURPOSE OF REQUIRING REVIEW OF THE CERTIFICATE BY THE INLAND WETLAND AGENCY.

FAIRFIELD CONSERVATION COMMISSION ACTING AS THE INLAND WETLAND AND WATERCOURSES AGENCY
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Certificate No: 2021-22-75
Owner's Name: Kovacs
Assessor's Map: 212 Parcel No: 19
Location of proposed activity (address): 54 Calumet Road
Type of activity: Demolition of existing building and build new two-story house on existing foundation within a regulated area.

ANY PERSON OBJECTING TO THE APPROVAL OF THIS CERTIFICATE MAY SUBMIT A WRITTEN AND DATED PETITION TO THE INLAND WETLAND AGENCY WITHIN FIFTEEN (15) CALENDAR DAYS OF THIS NOTICE FOR THE PURPOSE OF REQUIRING REVIEW OF THE CERTIFICATE BY THE INLAND WETLAND AGENCY.

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Certificate No: 2021-22-74
Owner's Name: Town of Fairfield
Assessor's Map: 234 Parcel No: 282
Location of proposed activity (address): 210 Old Dam Road
Type of activity: Remove soil from 3 areas of athletic field and replace with 6" topsoil and soil within a regulated area.

ANY PERSON OBJECTING TO THE APPROVAL OF THIS CERTIFICATE MAY SUBMIT A WRITTEN AND DATED PETITION TO THE INLAND WETLAND AGENCY WITHIN FIFTEEN (15) CALENDAR DAYS OF THIS NOTICE FOR THE PURPOSE OF REQUIRING REVIEW OF THE CERTIFICATE BY THE INLAND WETLAND AGENCY.

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Certificate No: 2021-22-73
Owner's Name: Town of Fairfield
Assessor's Map: 232 Parcel No: 44
Location of proposed activity (address): 109 Maria Terrace
Type of activity: Remove soil from 2 areas of athletic field and replace with 6" topsoil and soil within a regulated area.

ANY PERSON OBJECTING TO THE APPROVAL OF THIS CERTIFICATE MAY SUBMIT A WRITTEN AND DATED PETITION TO THE INLAND WETLAND AGENCY WITHIN FIFTEEN (15) CALENDAR DAYS OF THIS NOTICE FOR THE PURPOSE OF REQUIRING REVIEW OF THE CERTIFICATE BY THE INLAND WETLAND AGENCY.

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Certificate No: 2021-22-72
Owner's Name: Town of Fairfield
Assessor's Map: 138 Parcel No: 442
Location of proposed activity (address): 611 Old Post Road
Type of activity: Remove soil from 6 areas of athletic field and replace with 6" topsoil and soil within a regulated area.

ANY PERSON OBJECTING TO THE APPROVAL OF THIS CERTIFICATE MAY SUBMIT A WRITTEN AND DATED PETITION TO THE INLAND WETLAND AGENCY WITHIN FIFTEEN (15) CALENDAR DAYS OF THIS NOTICE FOR THE PURPOSE OF REQUIRING REVIEW OF THE CERTIFICATE BY THE INLAND WETLAND AGENCY.

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Certificate No: 2021-22-71
Owner's Name: Zigmant & Gonsky
Assessor's Map: 313 Parcel No: 29
Location of proposed activity (address): 76 Oxford Road
Type of activity: Remove existing septic tank within a regulated area.

ANY PERSON OBJECTING TO THE APPROVAL OF THIS CERTIFICATE MAY SUBMIT A WRITTEN AND DATED PETITION TO THE INLAND WETLAND AGENCY WITHIN FIFTEEN (15) CALENDAR DAYS OF THIS NOTICE FOR THE PURPOSE OF REQUIRING REVIEW OF THE CERTIFICATE BY THE INLAND WETLAND AGENCY.

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Certificate No: 2021-22-82
Owner's Name: 53 Marian Rd LLC
Assessor's Map: 46 Parcel No: 36
Location of proposed activity (address): 53 Marian Road
Type of activity: Demolish house to foundation and build new two-story house on existing foundation with deck and front porch within a regulated area.

ANY PERSON OBJECTING TO THE APPROVAL OF THIS CERTIFICATE MAY SUBMIT A WRITTEN AND DATED PETITION TO THE INLAND WETLAND AGENCY WITHIN FIFTEEN (15) CALENDAR DAYS OF THIS NOTICE FOR THE PURPOSE OF REQUIRING REVIEW OF THE CERTIFICATE BY THE INLAND WETLAND AGENCY.

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HEARST**CONNECTICUT
MEDIA GROUP**

CONNECTICUT POST | THE NEWS-TIMES | THE ADVOCATE | The Hour | GREENWICH TIME
Darien News | Fairfield Citizen | New Canaan News | The Spectrum | Westport News | Wilton Villager

Order Confirmation

Ad Order Number

0002678290

Customer Account

133789

Sales Rep.

eswanson

Customer Information

THE QUILL GROUP

Order Taker

eswanson

525 John Street

BRIDGEPORT CT 06604

USA

Ordered By

Sebastian

Phone: 2033364422**Order Source**

Phone

Fax:**Email:****Ad Content Proof**

Note: Ad size does not reflect actual ad

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Certificate No: 2021-22-67

Owner's Name: Sinnott

Assessor's Map: 33 Parcel No: 75A

Location of proposed activity (address): 150 Villa Avenue

Type of activity: Excavation for test pits within a regulated area

ANY PERSON OBJECTING TO THE APPROVAL OF THIS CERTIFICATE MAY SUBMIT A WRITTEN AND DATED PETITION TO THE INLAND WETLAND AGENCY WITHIN FIFTEEN (15) CALENDAR DAYS OF THIS NOTICE FOR THE PURPOSE OF REQUIRING REVIEW OF THE CERTIFICATE BY THE INLAND WETLAND AGENCY.

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JOANNE MOURA, CLERK

Ad Cost

\$78.75

Payment Amt

\$0.00

Amount Due

\$78.75

Blind Box**Materials****Order Notes****Ad Number**

0002678290-01

External Ad #**Pick Up Number****Ad Type**

BR Legal Liner

Ad Size

2 X 24 li

PO Number**Color Requests****Product and Zone**

Fairfield Citizen Ne

Inserts

1

Placement

BR Wetland

Note: Retail Display Ads May Not End in Identified Placement

Run Dates

1/7/2022

PLEASE NOTE

NO INLAND WETLAND CERTIFICATES OF WETLANDS CONFORMANCE WILL BE ISSUED AFTER JANUARY 1, 1997 UNLESS THEY ARE IN COMPLIANCE WITH PUBLIC ACT 96-157 Sec. 4. (c)(2)

REQUIREMENTS:

- 12/17/2021 1. Applicant submits application for Certificate of Wetlands Conformance.
- 12/23/2021 2. Wetland staff (Designated Agent) reviews application and, if approved, indicates intent to approve and issue the Certificate.
- time dependent 3. Within ten (10) calendar days of staff approval, Applicant publishes notice of intent to approve and issue the Certificate. Please note that failure to comply with this ten (10) calendar day time frame set by Connecticut General Statutes shall invalidate this certificate application request.
4. Any person may appeal such decision of the wetlands staff to the Inland Wetlands Agency within fifteen (15) calendar days after the publication of notice.
5. If an appeal is made the Inland Wetlands Agency shall consider such appeal at its next regularly scheduled meeting, if received more than three (3) business days in advance of such meeting, and sustain, alter, or reject the decision of its staff or require an application for a permit.
6. Upon the uneventful expiration of the appeal period, the inland wetlands staff issues the Certificate of Wetlands Conformance with such conditions as it feels are appropriate to the regulated activity and area proposed.
7. If appealed and the Inland Wetland Agency has acted upon the matter the inland wetlands staff shall take such action upon the Certificate Application as is consistent with the ruling of the Inland Wetland Agency.

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Certificate No: 2021-22-67

Owner's Name: Sinnott

Assessor's Map: 33 Parcel No: 75A

Location of proposed activity (address): 200 Barlow Road

Type of activity: Excavation for test pits within a regulated area

ANY PERSON OBJECTING TO THE APPROVAL OF THIS CERTIFICATE MAY SUBMIT A WRITTEN AND DATED PETITION TO THE INLAND WETLAND AGENCY WITHIN FIFTEEN (15) CALENDAR DAYS OF THIS NOTICE FOR THE PURPOSE OF REQUIRING REVIEW OF THE CERTIFICATE BY THE INLAND WETLAND AGENCY.

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JOANNE MOURA, CLERK

FILL IN YOUR NAME AND BILLING ADDRESS HERE:

!!!!!!IMPORTANT!!!!!!

**YOU MUST INDICATE WHICH NEWSPAPER YOU WISH TO PUBLISH IN BY
PLACING A CIRCLE AROUND OR HIGHLIGHTING YOUR SELECTION
BEFORE FAXING OR EMAILING**

Fairfield
Citizen News

(203) 333-4151
Fax: (203) 384-1158
Email legals@hearstmediact.com

Connecticut Post

(203) 333-4151
Fax (203) 384-1158
Email legals@hearstmediact.com

Note to Applicant:

Select one newspaper to publish the notice – you are only required to publish for one day.

Provide the Conservation Department with proof of publication (i.e, whole page of newspaper or certificate of publication).

Wait the fifteen (15) calendar days (appeal period) following publication.

DRAFT 12/23/2021

CERTIFICATE OF WETLANDS CONFORMANCE

WETLANDS MAP # A-10 & B-10

FOR OFFICE USE ONLY

NAME OF AGENT/APPLICANT Fuller Engineering & Land Surveying, LLC DATE 12/23/2021

CERTIFICATE NO. 2021-22-67

AGENT/APPLICANT ADDRESS 525 John Street Floor 2

PHONE NO. (203) 333-9465

EMAIL: seby@thequillgroup.com

OWNER'S NAME Benedict & Vanessa Sinnott

Application Fee \$640.00

State Fee \$60.00

OWNER'S ADDRESS 425 West Space 200 N Unit 102 Salt Lake City, UT

Total Fee \$700.00

OWNER'S PHONE NO. (203)243-6477

EMAIL: ben@camelotdevelopment.com

ASSESSOR'S MAP 33

PARCEL 75A

BOND AMOUNT \$n/a

Site Location and Proposed Activity: 150 Villa Ave

Excavation for test pits as shown on a plan entitled "Grading and Drainage Plan – Proposed Subdivision 150 Villa Avenue Fairfield, Connecticut Prepared for Ben Sinnott" prepared by Fuller Engineering and Land Surveying, LLC at a scale of 1" = 20', dated November 25, 2021 and stamped received by the Conservation Department on December 17, 2021.

The above activity has been determined to be in conformance with Section 6 of the Fairfield Inland Wetlands and Watercourses Regulations. It is the responsibility of the owner or his agent to protect the regulated area on this or an adjacent property from the adverse effects of construction activities. This may involve the use of sediment and erosion control measures such as hay bale barriers or silt fences and seeding and mulching disturbed areas as soon as practicable. The designated agent may require additional control measures as necessary to ensure continued conformance with the regulations.

I. Findings for Decision

1. This property contains wetland soil and the associated 90-ft upland review area within the Rooster River watershed as per Town Wetlands maps A-10 & B-10.
2. As per Fairfield Inland Wetland and Watercourses Regulations Section 2.1.31, once any portion of the property is regulated by wetland soil, a watercourse, or upland review regulated area, the entire property is regulated.

3. The submitted application indicates that the wetlands were delineated by Aleksandra Moch in a report dated March 6, 2021. This report was not submitted with the application.
4. The proposed excavation for test pits is not reasonably likely to significantly, adversely or unnecessarily impact the regulated area, and that the conduct of such activity would result in no greater than a minimal impact on the wetland or watercourse, as herein proposed and approved, with conditions.

II. CONDITIONS:

NOTE: Failure to comply with these conditions within their appropriate time periods shall be sufficient cause to invalidate the permit. All * items must be complied with before site disturbance and before a foundation or a building permit application will be endorsed by the Conservation Department.

- *1. Publish the legal notice, and provide the staff proof of publication as soon as possible.
- *2. Provide the Conservation Department with a copy of the wetlands delineation report from Aleksandra Moch dated March 6, 2021.
3. Maintain temporary soil erosion and sediment control measures, such as a silt fence or hay bales, as needed.
- *4. Notify the Conservation Department upon initiation and completion of site disturbance.
5. No grading, filling, construction and/or vegetation removal not specifically approved by this Certificate of Wetlands Conformance is allowed
6. Upon completion of disturbance, all test pits shall be backfilled and all bare soils shall be stabilized with mulch, winter rye and/or erosion control mats as necessary or recommended by Staff.

NOTE: This Certificate expires two years from the date of issuance, however, once site work is initiated, all site disturbance shall be completed within one year of initiation.

PLANS APPROVED UNDER THIS CERTIFICATE OF WETLANDS CONFORMANCE ARE FINAL. CHANGES TO FINAL PLANS NOT CONSISTENT WITH THIS APPROVAL REQUIRE A NEW WETLANDS PERMIT APPLICATION

III. ACKNOWLEDGMENT AND ACCEPTANCE:

The undersigned permittee hereby consents to necessary and proper access to the above described property by agents of the Agency, at reasonable times, both before and after any permit in question has been granted by the Agency for the purpose of evaluating the activity, monitoring implementation of permit conditions, if any, for curtailing or correcting any violation of the Inland Wetlands and Watercourses Regulations brought about through the actions or inactions of the permittee. I have read and understand the above statement and aforementioned conditions and accept the responsibility for meeting the intent of this permit.

Date

Print name of Owner/Agent

Signature of Owner/Agent

Designated Agent _____

(Authorized Signature)

Date

Reviewed by _____

Conservation Director/Conservation Administrator (Signature)

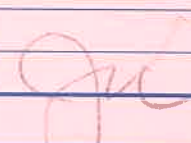
Date

SN

G:\CONSERVATION\Inland Wetlands\Certificates (CWC's)\21-22\2021-22-67, Fuller, 150 Villa Ave, test pits, DRAFT.doc

155981

CUSTOMER'S ORDER NO.		DEPT.		DATE: 12/17/21	
NAME: Benedict + Vanessa Sinnott					
ADDRESS: 425 W 200 N. Unit 102					
CITY, STATE, ZIP: Salt Lake City UT 84103 - 2004					
SOLD BY:	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE RTD. PAID OUT

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1			
2	Application Fee		640
3			
4	CWC 2021-22-67		
5			
6	150 Villa Hue		
7			
8	State Fee		60
9			
10	Check # 103		
11			
12			
13			
14			
15			
RECEIVED BY: 			700 -

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Town of Fairfield
Conservation Department

725 Old Post Road • Fairfield, CT 06524 • (203) 256-3071

RECEIVED

DEC 17 2021

CONSERVATION DEPT

Certificate of Wetlands Conformance

2021-22-67

FOR OFFICE USE ONLY

Date Submitted: 12/17/21

Received By: ju

Publish Date: _____

15-day Appeal Expires: _____

Eligible Activity Category: (i) (ii) (iii) (iv) (v)

Fee Paid: 700

Certificate Number: 2021-22-67

Wetlands Map Number: AB-10

Certificate Expiration: _____

REASON:



New Permit



Permit Extension



Permit Modification



Corrective Action

I. **PROJECT NAME:** 150 Villa Avenue Subdivision

II. **PROPERTY LOCATION:** 150 Villa Avenue

Assessor's Map/Block/Lot: 033075A0000

Land Records Book: 4957 Page: 179

III. **APPLICANT/AGENT:** Fuller Engineering & Land Surveying, LLC

Address: 525 John Street Floor 2

Phone: 203-333-9465

Cell: 860-890-2871

Email: seby@thequillgroup.com

Fax: 203-336-1769

Applicant's interest in the property: ☐ Owner ☐ Lessee ☐ Lessor ☒ Agent ☐ Other

IV. **PROPERTY OWNER (If not Applicant):** Vanessa (SV) & Benedict Sinnott

Address: 425 West Space 200 North Unit 102 Salt Lake City, UT 84103

Phone: 203-243-6477

Cell: same

Email: ben@camelotdevelopment.com

Fax: n/a



Town of Fairfield Conservation Department

725 Old Post Road · Fairfield, CT 06524 · (203) 256-3071

Certificate of Wetlands Conformance

FOR OFFICE USE ONLY

Date Submitted: _____

Received By: _____

Publish Date: _____

15-day Appeal Expires: _____

Eligible Activity Category: (i) (ii) (iii) (iv) (v)

Fee Paid: _____

Certificate Number: _____

Wetlands Map Number: _____

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REASON:



New Permit



Permit Extension



Permit Modification



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Fax: 203-336-1769

Applicant's interest in the property: ☐ Owner ☐ Lessee ☐ Lessor ☒ Agent ☐ Other _____

IV. **PROPERTY OWNER (If not Applicant):** Vanessa (SV) & Benedict Sinnott

Address: 425 West Space 200 North Unit 102 Salt Lake City, UT 84103

Phone: 203-243-6477

Cell: same

Email: ben@camelotdevelopment.com

Fax: n/a



V. SITE MONITOR/SOIL SCIENTIST (If Applicable): Aleksandra Moch

Address: 44 Lewelyn Road Stamford, CT 06902

Phone: 203-975-7834

Cell: 203-550-9373

Email: aleksandra_moch@yahoo.com

Fax: 203-975-7834

VI. PROPOSED REGULATED ACTIVITY

a. Please circle all applicable proposed regulated activities being proposed for this permit:

Addition Demolition Deck Garage New Residence Stormwater Detention Generator Pool

Septic Fence Sports Shed Patio Site Work Environmental Remediation Planting

Corrective Action Drainage Other Soil Exploration by Test pits & Percolation tests

b. Brief Project Description: Excavate Test pits using Mini-rubber track excavator to depth relative to analyze soil profile and corresponding Percolation test.

c. Project Alternatives: None

d. Once approved, project start date: December 27th 2021

e. Once project started, approximate duration/end date: December 28th 2021

f. Will fill be needed on-site (circle one)? Yes / No

If yes: estimated _____ cubic yards and source of fill _____

g. Proposed area of upland review area to be disturbed: 0 ft² or 0 acres

h. Proposed area outside of upland review area/setback to be disturbed: 96 ft² or 0.002 acres

i. Proposed area of inland wetlands/watercourse to be disturbed: 0 ft² or 0 acres

j. Total area of wetlands and upland review area on the parcel: 133,524 ft² or 3.065 acres

k. Proposed additional impervious surface to be constructed as part of this project: 0 ft² or 0 acres



VII. PROPERTY DETAILS

- a. Existing conditions in the regulated area being proposed:

Excavate Test Pit - total of 3 deep test pits 4' x 8' x 8' +/- Deep and
(3) Percolation tests to determine the soils Hydraulic conductivity.

- b. The property contains (check one or more):

INLAND WETLANDS ☒ WATERCOURSE ☒ FLOODPLAIN ☒ LAKE/POND ☐ OPEN SPACE ☐
EASEMENT(S) ☐ TIDAL WETLANDS ☐ UPLAND REVIEW AREA ☒ OTHER _____

- c. Property Served By (check one or more): PRIVATE WELL(S) ☐ MUNICIPAL WATER ☒
PRIVATE SEPTIC SYSTEM ☐ PUBLIC SEWER ☒ OTHER _____

- d. Description of soil types: Ridgebury fine sandy loam is poorly drained soil

underline with a restrictive layer between 20 & 30 inches. 0 to 5 % slopes.

- e. Description of wetland vegetation: Young trees and invasive shrubs

- f. Name of Professional Soil Scientist (PSS) and date of soil survey (If Applicable): Aleksandra Moch

Wetlands Delineation Report dated March 6, 2021,

- g. The property is located within the Saugatuck - Rooster River watershed and a
90 foot setback/upland review area applies.

- h. Are there any known or suspected vernal pools located on or adjacent to (within 500-feet) the proposed disturbance? Yes ☒ No

- i. Is any portion of the property occupied by a Natural Diversity Database or Critical Habitat? Yes ☒ No

- j. In your opinion, is there a significant presence of invasive plant species in the proposed area to be disturbance?
Yes / No ☒ Unknown

- k. Will the proposed regulated activity occur within 500-feet of an adjacent Town boundary? Yes ☒ No

If yes, list Town(s): Bridgeport



- I. Does the proposed regulated activity fall within the jurisdiction of the Harbor Management Commission per CGS 22a-113p and Fairfield Town Code § 24-14? Yes ☒ No

VIII. PROPERTY HISTORY

- a. Are you aware of any wetland permits (past or present) on this property? Yes ☒ No

If yes, please explain: _____

- b. Are you aware of any wetland violations (past or present) on this property? Yes ☒ No

If yes, please explain: _____

- c. Are you aware of any corrective/enforcement actions (past or present) on this property? Yes ☒ No

If yes, please explain: _____

IX. AUTHORIZATION

The Applicant affirms that the information and supporting information supplied in this application is accurate to the best of his/her knowledge and belief. As the applicant, I hereby certify that I am familiar with the information provided in this application and I am aware of the penalties for obtaining a permit through deception or through inaccurate or misleading information.

The undersigned Applicant hereby consents to necessary and proper inspection of the above mentioned property by the Town of Fairfield Conservation Department, Inland Wetlands Agency and/or its agents at reasonable times both before and after the permit in question has been granted or denied by the Department/Agency for the purpose of evaluation the permit application, monitoring, implementation or curtailing or correcting any violation of the IWWR brought about through the actions or inactions of the applicant or permittee.

Printed Name: _____

Ben Sinnott

Date: _____

12/13/21

Signature: _____

[Signature]

Please note:

The Applicant must publish a legal notice (provided by the Conservation Department) in the legal section of newspaper having general circulation in the Town of Fairfield and incur the cost(s) of publication.

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DEC 17 2021
CONSERVATION DEPT

Draft Print
12/07/2021 2:32:56 PM

THIS DRAWING IS THE PROPERTY OF THE ENGINEER. IT HAS BEEN SPECIFICALLY PREPARED FOR THE OWNER FOR THIS PROJECT AT THIS SITE AND IS NOT TO BE USED FOR ANY OTHER PURPOSE, LOCATION OR OWNER WITHOUT WRITTEN CONSENT OF THE ENGINEER.

FAIR ENGINEERING & LAND SURVEYING
125 JOHN STREET BRIDGEPORT, CT, 06604
Office (203) 333-9485
Fax (203) 336-1788
e-mail: info@fair-engineers.com

PROPOSED SUBDIVISION
150 VILLA AVENUE
FAIRFIELD, CONNECTICUT
PREPARED FOR
BEN SINNOTT

Job Number:
FE21-1603

Job Start Date:
11-25-21

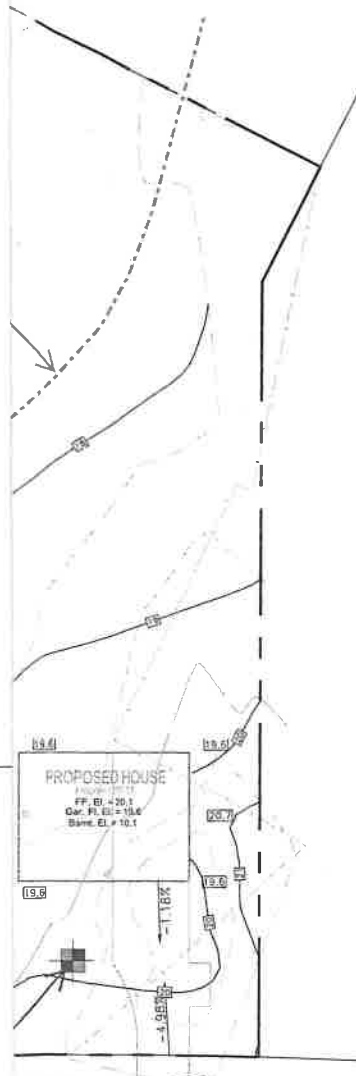
ISSUED	X-XX-XX

Drawn By: Checked By:
J.E.Q.

Sheet Title:
GRADING AND DRAINAGE PLAN

Scale:
1" = 20'

Sheet Number:
C-3.1



REFUNDS SUBMITTED FOR APPROVAL
8/22/2022

<u>Name</u>	<u>List No.</u>	<u>Tax</u>	<u>Interest</u>	<u>DMV</u>	<u>Bill</u>	<u>Reason</u>
<u>2021 REAL ESTATE</u>						
KAROVSKI IRENA	2021 01 04013	\$5,714.20				PAID IN ERROR
GAYDOSH ROBERT M & GABRIELLE	2021 01 06590	\$2,044.09				PAID IN ERROR
TOTAL		<u>\$7,758.29</u>				
<u>2021 MOTOR VEHICLE</u>						
ABBENANTE JAMES T	2021 03 50050	\$59.38				OVERPAID DUE TO ADJUSTMENT
ACAR LEASING LTD	2021 03 50286	\$867.40				OVERPAID DUE TO ADJUSTMENT
ACAR LEASING LTD	2021 03 50298	\$657.14				OVERPAID DUE TO ADJUSTMENT
ALMANZA-CONTRERA ANDRES	2021 03 51069	\$50.94				OVERPAID DUE TO ADJUSTMENT
BURWICK JOSHUA J	2021 03 54962	\$248.72				OVERPAID DUE TO ADJUSTMENT
CARPENTER JOAN C	2021 03 55848	\$64.13				OVERPAID DUE TO ADJUSTMENT
DAIMLER TRUST	2021 03 59172	\$190.66				OVERPAID DUE TO ADJUSTMENT
DAIMLER TRUST	2021 03 59199	\$1,210.32				OVERPAID DUE TO ADJUSTMENT
DAIMLER TRUST	2021 03 59292	\$445.44				OVERPAID DUE TO ADJUSTMENT
DAIMLER TRUST	2021 03 59411	\$456.26				OVERPAID DUE TO ADJUSTMENT
DAIMLER TRUST	2021 03 59430	\$153.98				OVERPAID DUE TO ADJUSTMENT
GNIADEK STEPHEN A JR	2021 03 66315	\$17.34				OVERPAID DUE TO ADJUSTMENT
GODLEWSKI AGNIESZKA	2021 03 66341	\$32.06				OVERPAID DUE TO ADJUSTMENT
GUZIK DAVID C & HEIDI L	2021 03 67427	\$7.90				OVERPAID DUE TO ADJUSTMENT
HAMILTON MELISSA A	2021 03 67646	\$147.37				OVERPAID DUE TO ADJUSTMENT
HONDA LEASE TRUST	2021 03 69362	\$560.32				OVERPAID DUE TO ADJUSTMENT
INSECTAX LLC	2021 03 70633	\$295.06				OVERPAID DUE TO ADJUSTMENT
LOW JOHN M & JULIE H	2021 03 75761	\$53.58				OVERPAID DUE TO ADJUSTMENT
MALINOVSKY JOHN J	2021 03 76405	\$30.94				OVERPAID DUE TO ADJUSTMENT
PRESS AUDREY	2021 03 84021	\$24.70				OVERPAID DUE TO ADJUSTMENT
RAGGIO ROSS P	2021 03 84479	\$63.99				OVERPAID DUE TO ADJUSTMENT
TALLMAN JAMES P	2021 03 90307	\$71.32				OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2021 03 91820	\$922.84				OVERPAID DUE TO ADJUSTMENT
VAYSER NORA L/ESTATE	2021 03 93506	\$142.09				OVERPAID DUE TO ADJUSTMENT
VW CREDIT INC	2021 03 94349	\$214.98				OVERPAID DUE TO ADJUSTMENT
VW CREDIT INC	2021 03 94363	\$310.52				OVERPAID DUE TO ADJUSTMENT
VW CREDIT INC	2021 03 94368	\$211.78				OVERPAID DUE TO ADJUSTMENT
VW CREDIT INC	2021 03 94399	\$98.68				OVERPAID DUE TO ADJUSTMENT
VW CREDIT LEASING LTD	2021 03 94525	\$280.68				OVERPAID DUE TO ADJUSTMENT
VW CREDIT LEASING LTD	2021 03 94569	\$199.06				OVERPAID DUE TO ADJUSTMENT
VW CREDIT LEASING LTD	2021 03 94663	\$271.84				OVERPAID DUE TO ADJUSTMENT
VW CREDIT LEASING LTD	2021 03 94692	\$177.80				OVERPAID DUE TO ADJUSTMENT
VW CREDIT LEASING LTD	2021 03 94699	\$230.24				OVERPAID DUE TO ADJUSTMENT
VW CREDIT LEASING LTD	2021 03 94706	\$172.72				OVERPAID DUE TO ADJUSTMENT
WILSON GABI C	2021 03 96178	\$19.24				OVERPAID DUE TO ADJUSTMENT
WILSON KIM L	2021 03 96192	\$23.02				OVERPAID DUE TO ADJUSTMENT
TOTAL		<u>\$8,984.44</u>				
<u>2021 PERSONAL PROPERTY</u>						
GO2TECH LLC	2021 02 20213616	\$52.44				OVERPAID DUE TO ADJUSTMENT
TOTAL		<u>\$52.44</u>				
<u>2020 REAL ESTATE</u>						
BERWICK FAIRCHILD & ASSOC	2020 01 02706	\$1,234.67				PROPERTY SOLD
TOTAL		<u>\$1,234.67</u>				

2020 MOTOR VEHICLE

ALMANZA-CONTRERA ANDRES A	2020 03 51127	\$45.60	OVERPAID DUE TO ADJUSTMENT
DAIMLER TRUST	2020 03 59216	\$401.88	OVERPAID DUE TO ADJUSTMENT
REICH ERIC H	2020 03 84186	\$6.53	OVERPAID DUE TO ADJUSTMENT
RUSSO MICHAEL SR	2020 03 85648	\$12.41	OVERPAID DUE TO ADJUSTMENT
RUSSO MICHAEL SR	2020 03 85650	\$62.78	OVERPAID DUE TO ADJUSTMENT
RUSSO MICHAEL SR	2020 03 85651	\$81.20	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 90551	\$102.38	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 90667	\$275.64	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 90758	\$87.36	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2020 03 90783	\$278.70	OVERPAID DUE TO ADJUSTMENT
HONDA LEASE TRUST	2020 04 84493	\$131.07	OVERPAID DUE TO ADJUSTMENT
VAULT TRUST	2020 04 89671	\$400.52	OVERPAID DUE TO ADJUSTMENT
TOTAL		<u>\$1,886.07</u>	

2019 REAL ESTATE

DANIELLO FRED R & LINDA S	2019 01 160421	\$28.27	OVERPAID IN ERROR
TOTAL		<u>\$28.27</u>	

2019 MOTOR VEHICLE

TOYOTA LEASE TRUST	2019 03 92424	\$277.02	OVERPAID DUE TO ADJUSTMENT
TOTAL		<u>\$277.02</u>	

2019 PERSONAL PROPERTY

PUBLIC STORAGE INC	2019 02 32987	\$180.56	OVERPAID IN ERROR
STARBUCKS COFFEE COMPANY	2019 02 35338	\$1,120.36	OVERPAID IN ERROR
TOTAL		<u>\$1,300.92</u>	

TOTAL TAX	\$21,522.12
TOTAL INTEREST	0
<u>GRAND TOTAL</u>	<u>\$21,522.12</u>